2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7 for Types 2-5 changes).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing (e-mail is preferred). Notifications will be provided via e-mail and posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request. Type 2 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request. Type 3 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type

changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). Type 4 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.

Type 5 – CLEC Initiated Change.

Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes). Type 5 changes may be managed using the Expedited Feature Process, as discussed in Section 4, Part3.

Type 6- CLEC Impacting Defects~~/Expedites~~.

A defect is ~~A~~any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BellSouth has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects. Type 6 changes may not be managed using the Expedited Feature Process as discussed in Section 4, Part 3.

~~An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface.~~

The CLEC and/or BellSouth may initiate defect~~these types of~~ changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects/expedites will be handled through the Change Control Process.

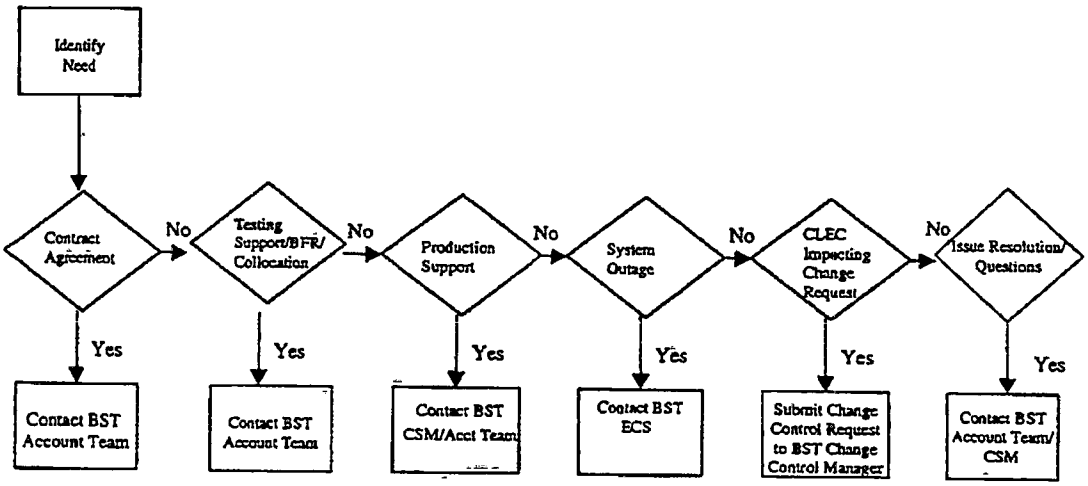

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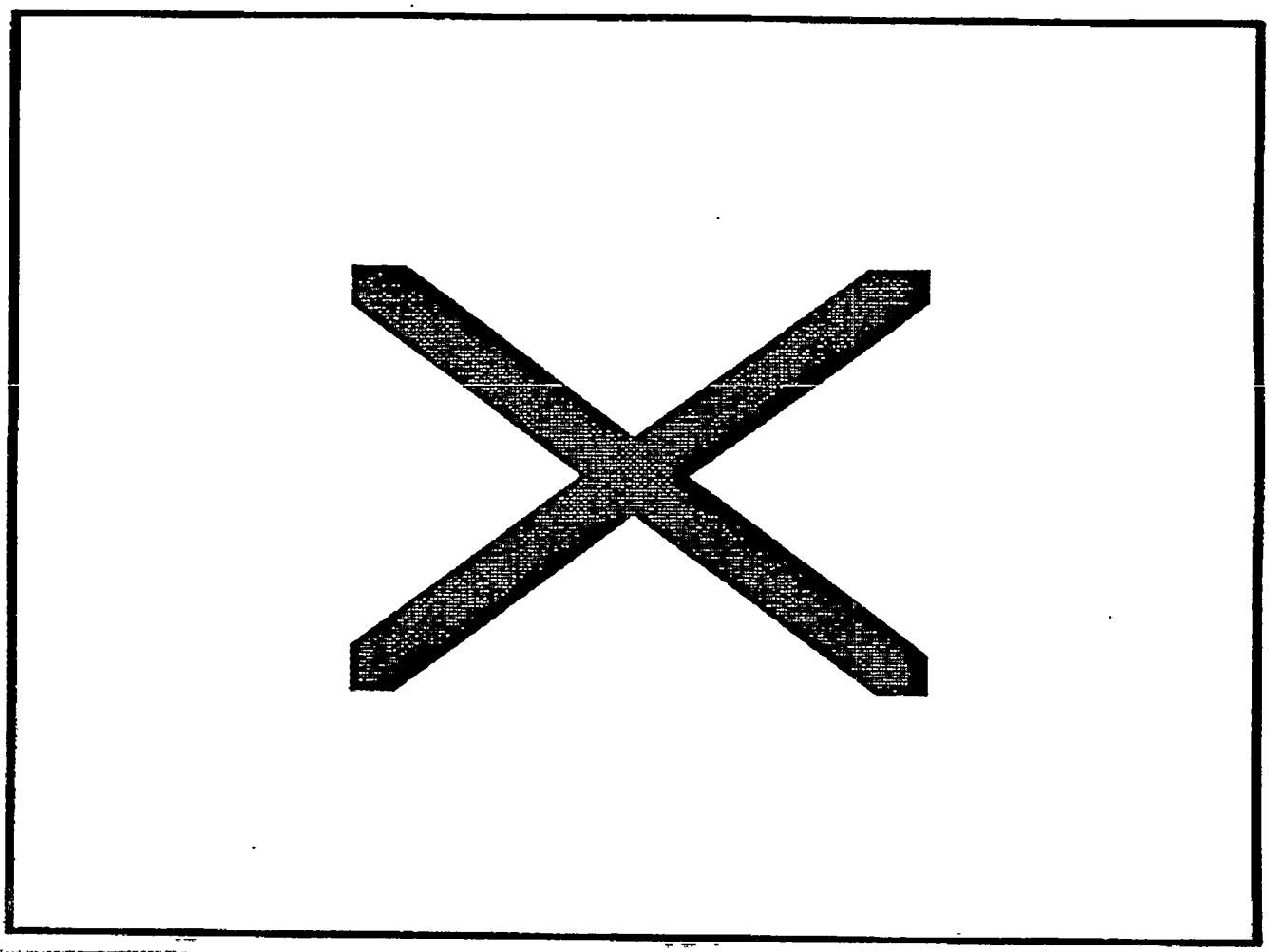
Figure 3-1. Change Control Decision Process

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:



[No change was made to this figure, an error in the revision marking process resulted in its accidental modification/deletion.]

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of BellSouth and CLEC Representatives.

Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

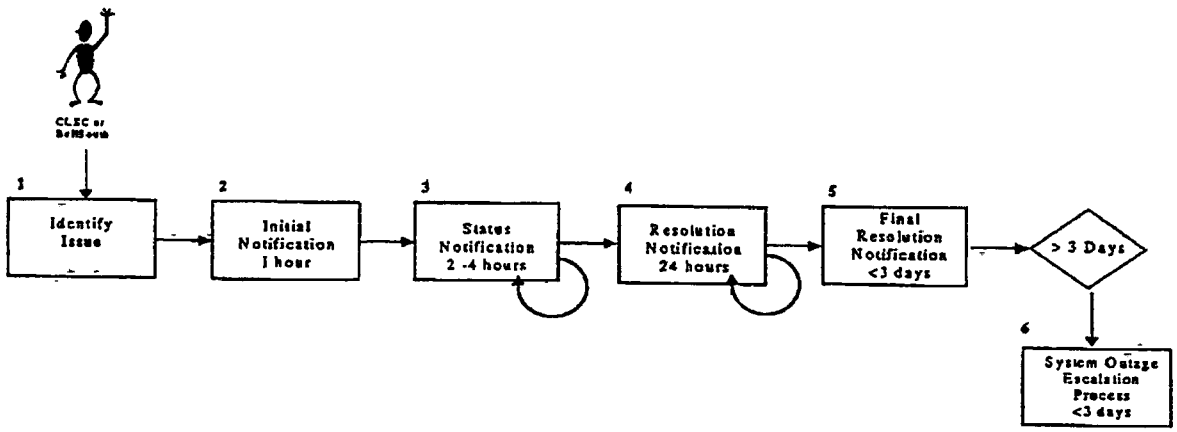

Figure: 4-2. Type 1 Process Flow

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Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 Identify Issue	2 Initial Notification	3 Status Notification	4 Resolution Notification	5 Final Resolution Notification	6 Escalation
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

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The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	IDENTIFY ISSUE: 1. Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). 2. Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. 3. ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. 4. ECS will provide the CLEC with a trouble ticket number and record and track the outage.	INPUTS: • Issue Characteristics • Call to ECS Helpdesk OUTPUTS: • Recorded Outage	N/A
2	ECS	INITIAL NOTIFICATION: 1. ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. 2. The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis. 3. ECS will continue to work towards the resolution of the problem 4. If outage is resolved, this notice is	INPUTS: • Recorded Outage OUTPUTS: • Industry Notification posted on Web • E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		the first and final notification. The process for the item has ended. Outage Information will be reported in the monthly status meeting by the BCCM.		posted to the web.
3	ECS	STATUS NOTIFICATION: (ITERATIVE) 1. If the outage is not resolved, ECS will continue to work towards the resolution on the problem. 2. ECS may communicate with the industry / affected parties. The following information may be discussed: • Clarification of outage • Current status of resolution • Agreement of resolution 3. If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. 4. Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	INPUTS: • Industry Notification posted on Web OUTPUTS: • Status Notification posted on Web • Resolution information	2-4 hour intervals
4	ECS CCCM	RESOLUTION NOTIFICATION: (ITERATIVE) 1. The resolution notification is posted to the Web. 2. If the item is determined to be a defect/expedite, the CLEC that initiated the call will submit a "Change Request Form" checking the Type 6 box. 3. If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. 4. When the final resolution has been created, proceed to Step 5 "Final Resolution Notification".	INPUTS: • Status Notification posted on Web • Resolution information OUTPUTS: • Resolution Information posted on Web • Final Resolution Information	24 hours after reporting outage

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
5	ECS	FINAL RESOLUTION NOTIFICATION: 1. The final resolution notification is posted on the Web.	INPUTS: • Final Resolution Information OUTPUTS: • Final Resolution Notification	< 3 days
6	CCCM ECS	ESCALATION 1. Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. 2. Refer to the Type 1 - Escalation Process documented in Section 8.	INPUTS: • Information or concern relating to a Type 1 - Systems Outage OUTPUTS: • Documented Escalation • Escalation Response	➢ 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page. Change Requests may be submitted for interfaces that are currently being utilized, in the testing phase, or if a Letter of Intent is on file with the BCCM.

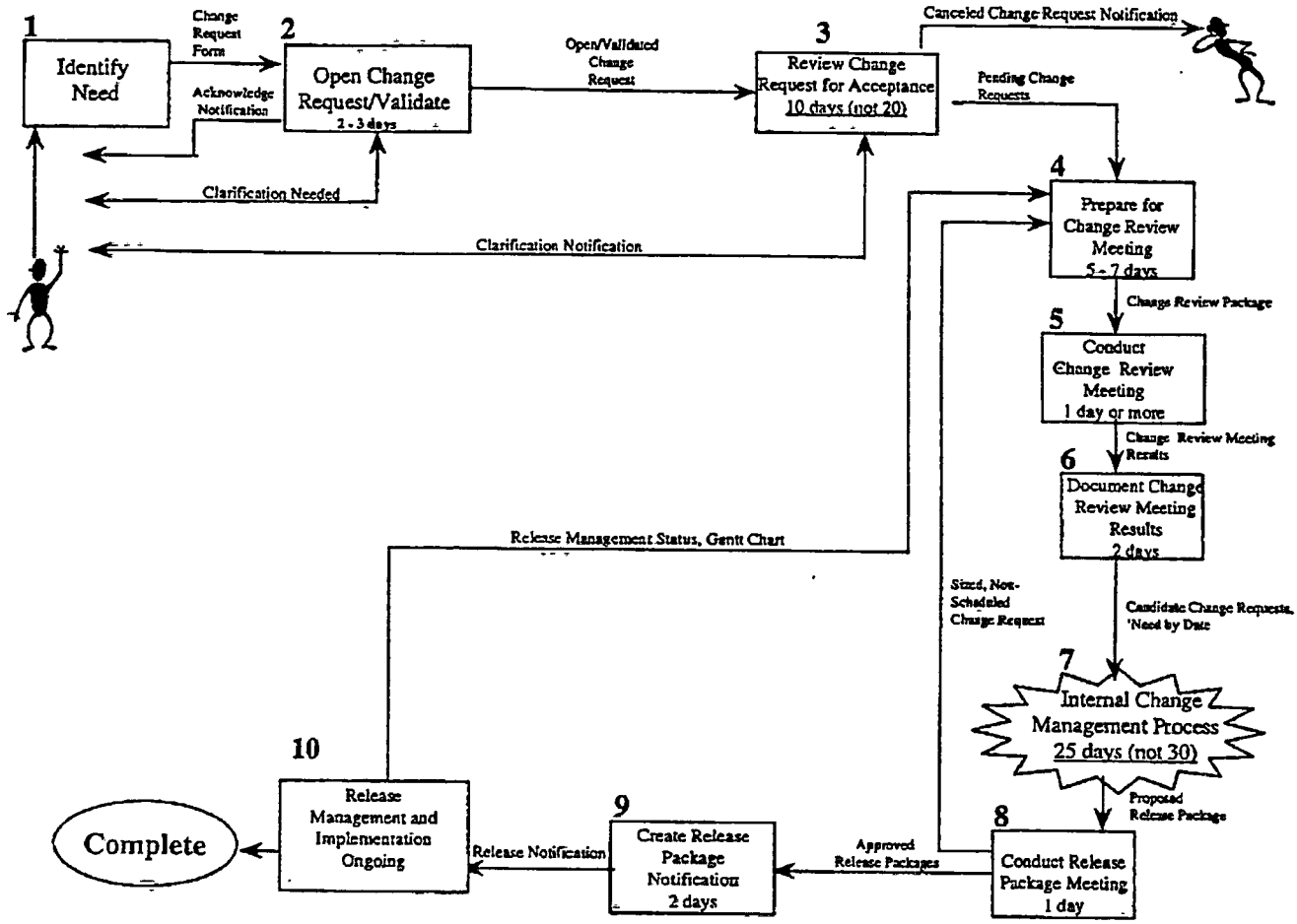

Figure 4-3. Change Control Process Flow

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

Based on the process flow outlined above:

- Final Software Release ~~Notifications~~ requirements and specifications will be provided 30 calendar days or more in advance of the implementation date.
- Draft requirements and specifications for software releases or systems modifications will be provided to CLECs 90 calendar days or more in advance of the implementation data.
- All additions and changes to any BellSouth ~~D~~documentation changes that do not impact CLEC software, ~~for~~ including business rules changes, will be provided to CLECs 30 calendar days or more in advance of implementation date.

~~CLEC notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.~~

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	IDENTIFY NEED 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	INPUTS: • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) OUTPUTS: • Completed Change Request Form with related documentation	N/A
2	BCCM	OPEN CHANGE REQUEST/VALIDATE CHANGE	INPUTS: • Completed Change Request	2-3 Bus Days

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		REQUEST FOR COMPLETENESS 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification (Attachment A-3) via e-mail to originator. 3. Establish request status ('N' for New Request) 4. Review change request for mandatory fields using the Change Request Form Checklist. 5. Verify Change Request specifications and related information exists. 6. Send Clarification Notification via email to the originator (Attachment A-4) if needed. 7. Update Change Request Status to "PC" for Pending Clarification if clarification is needed. **CLEC or BellSouth Originator** If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	Form with related documentation • Change Request Form Checklist • Change Request Clarification Response **OUTPUTS:** • New Change Request • Acknowledgment Notification • Validated Change Request • Clarification Notification • Industry Notification via e-mail and web posting	Clarification times would be in addition to cycle time.
3	BCCM	**REVIEW CHANGE REQUEST FOR ACCEPTANCE** 1. Review Change Request and related information for content. 2. Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. 3. Determine status of request: • If change already exists ~~or training issue~~ forward Cancellation Notification (Attachment A-3) to CCCM or BCCM and update status to 'C' for Request Canceled ~~or 'CT' for Training. If Training issue, refer to CSM or Account Team~~. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is accepted, update	**INPUTS:** • New Change Request • Validated Change Request • Clarification Notification (if required) **OUTPUTS:** • Pending Change Request • Clarification Notification (if required) • Cancellation Notification (if required) • CR status updated on web	~~20~~ 10 Bus Days

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Change Request status to "P" for Pending in Change Request Log. NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. If BellSouth feels that a CLEC initiated change request should not be accepted because of cost, industry direction or because it is believed not technically feasible to implement, BellSouth will open an agenda item on the next monthly status meeting/call, and will provide a SME on that call to present its case. With input from other participating CLECs, and subsequent to BellSouth's presentation, BellSouth and the originating CLEC will determine the disposition of the request. BellSouth shall consider all possible options for accommodating the request. ~~4.BST may reject the change request based on the following reasons: cost, industry direction or technically not feasible to implement and will provide notification to the originating party.~~ ~~Prior to rejecting a request, all options for accommodating the request will be exhausted. The rejection reason will be shared with the CLECs for input.~~ ~~NOTE: If requested, appropriate SME will participate in the Monthly Status Meeting to address the reason for rejection and discuss alternatives with CLEC community. SME must be provided a minimum of two week advance notice to participate in upcoming Monthly Status Meeting.~~		
4	BCCM CCCM	PREPARE FOR CHANGE REVIEW MEETING NOTE: These activities take place to	INPUTS: • Pending Change Request Notifications • Project Release Status	5-7 Bus Days

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		prepare for Change review meetings when prioritizations take place. BCCM 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. CCCM 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish "Desired/Want" dates. 3. Create draft Priority List to prepare for Change Review meeting.	(Step 10) • Change Request Log OUTPUTS: • Change Request Log • CLEC Draft Priority List	
5	BCCM CCCM	CONDUCT CHANGE REVIEW MEETING Monthly Status Meetings 1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects/expedites) at monthly status meeting. 3. Review current Release Management statuses. 4. Review issues and action items and assign owners. Prioritization Meetings ~~(held as needed based on published release schedule)~~(held quarterly in March, June, September and December) 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. Discuss Impacts. 4. Prioritize Change Requests.	INPUTS: • Change Request Log • CLEC Draft Priority List • Desired/Want Dates • Impact analysis OUTPUTS: • Meeting minutes • Updated Change Request Log • Candidate Change Request List • Issues and Actions Items (if required)	1 Bus Day (or as needed based on volume) Meeting Day

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		5. Develop final Candidate Requests list of Pending Change Requests by category, 'Need by Dates' and prioritized Change Requests. 6. Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. 7. Review issues and action items and assign owners.		
6	BCCM	DOCUMENT CHANGE REVIEW MEETING RESULTS 1. Prepare and distribute outputs from Step 5.	INPUTS: • Change Request Log • Final Candidate Request List OUTPUTS: • Updated Change Request Log • Web posting of meeting output	2 Bus Days
7	BCCM CCCM	INTERNAL CHANGE MANAGEMENT PROCESS 1. Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities ~~only~~ to the Candidate Change Requests ~~that meet the criteria established by the Internal Change Management Process~~. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities. 2. Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached for each future release. 3. All Candidate Change Requests will be assigned to as many future releases as necessary to complete the assignment process.	INPUTS: • Candidate Change Request List with agreed upon 'Need by Dates' • Change Request Log OUTPUTS: • BellSouth's Proposed Release Package (s) • CLEC analysis.	~~30~~ 25 Bus Days
8	BCCM	CONDUCT RELEASE PACKAGE MEETING	INPUTS: • BellSouth's Proposed	1 Bus Day

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
	CCCM	1. Prepare agenda. 2. Make meeting preparations. 3. Evaluate proposed release schedule. ~~4.Non-scheduled Change Requests returned to Step 4 as Input for the "Prepare for Change Review Meeting" process.~~ ~~5.~~4. Based on BST/CLEC consensus create Approved Release Package (s) and schedules. During this step if supported by consensus the group may shift scheduled changes among future releases, cancel changes, etc. as necessary to meet changes in business requirements or resource availability. ~~6.~~5. Identify Release Management Project Manager, if possible. ~~7.~~6. Establish date for initial Release Management Project Meeting for newly established releases. ~~8.~~7. All Change Requests that are in the approved scheduled release (s) will be changed to "S" status for "Scheduled".	Release Package (s) • BellSouth's Release Schedule • Change Request Log • CLEC analysis OUTPUTS: • Approved Release Package • Updated Change Request Log • Meeting Minutes • Scheduled Change Requests. ~~Non-Scheduled Change Requests (Return to Step 4)~~ • Date for initial Release Management Project Meeting for newly established releases.	
9	BCCM	CREATE RELEASE PACKAGE NOTIFICATION 1. Develop and distribute Release Notification Package via web.	INPUTS: • Approved Release Package (s) OUTPUTS: • Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating company)	RELEASE MANAGEMENT AND IMPLEMENTATION 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements for software changes will be presented to CLECs. If needed, changes will be incorporated and requirements re-	INPUTS: • Approved Release Package Notification OUTPUTS: • Project Release Status • Implementation Date • Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc • Draft Specifications and Requirements	Ongoing

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		baselined. • Draft Specifications and Requirements will be provided NLT 90 days in advance of Implementation. • Final Specifications and Requirements will be provided NLT 30 days in advance of Implementation. • Implementation will occur NLT 6 months from the date of the prioritization of each change request. 4. BellSouth Documentation changes, including business rule changes will be provided. • All such changes will be provided NLT 30 days in advance of Implementation. • Implementation will occur NLT 90 days from the date of the prioritization of each change request. 4.5. Once a Change Request is implemented in a release, the status will be changed to "T" for Change Implemented.	• Final Specifications and Requirements • Documentation Changes • Implemented Change Request	

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Part 33 – Types 2-5 Exception/Expedited Feature Process

Situations may arise from time to time that require exception treatment for Type 2-5 changes or a Type 6 Defect Change that has been reclassified as a feature change request. An expedited feature request is made to correct the inability of a CLEC to process certain types of orders to BellSouth due to a lack of programming on BellSouth's side of the interface. An exception may involve the extension of the normal intervals for the implementation of a Type 2-5 change.

These situations will be addressed using the following Exception/Expedited Feature Process. As each situation will likely be unique, this process provides the framework in which the CCP members will make the necessary consensus decisions to achieve implementation of the feature in an exception/expedited manner.

Figure 4-4 provides the process flow for the validation and resolution of a Type 2-5 Exception/Expedited Feature Change.

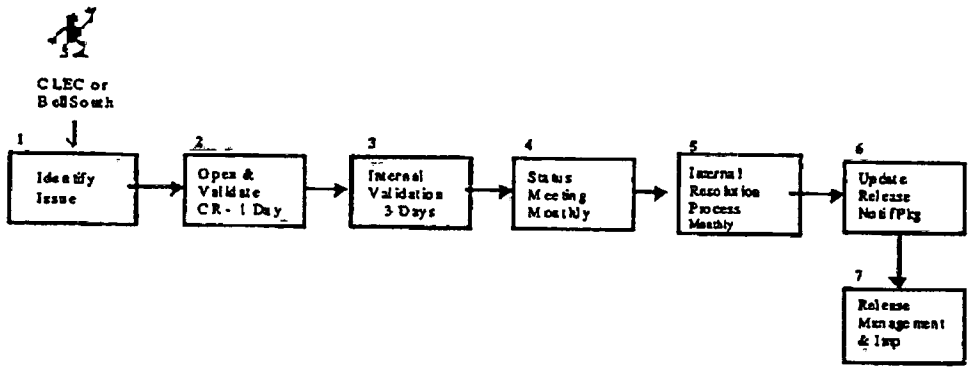

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Figure 4-4. Type 2-5 Exception/Expedited Feature Process

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 2-5 Exception/Expedited Feature Process. This process will be used to validate exceptions/expedites, provide status notification(s) and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-4. Type 2-5 Exception/Expedited Feature Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	**IDENTIFY NEED** 1. Identify Exception/Expedite. 2. Originator and CCCM or BCCM complete the standardized Change Request Form indicating that it is an Expedite Candidate. 3. Include description of business need and details of business impact. 4. Attach related requirements and specification documents. These attachments should include the following, if available: • PON • OCN • Specific scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	**INPUTS:** • Type 2-5 Change Request • Reclassified Type 6 Change Request • Exception/Expedited Request **OUTPUTS:** • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	**OPEN & VALIDATE EXPEDITE FORM FOR COMPLETENESS** 1. Log Exception/Expedite in Change	**INPUTS:** • Completed Change Request Form (with related documentation if necessary)	1 Bus Day

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Request Log. 2. Send Acknowledgment Notification via email to initiating CLEC. ~~2.~~3. Establish CR status ('N' for New Exception/Expedite). ~~3.~~4. BCCM reviews change request for mandatory fields using the Change Request Form Checklist. ~~4.~~5. Verify specifications and related information exists. ~~5.~~6. Send Clarification Notification via email to the originator if needed. ~~6.~~7. Update CR Status to' PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.	documentation if necessary) OUTPUTS: • New Exception/Expedite • Acknowledgment Notification • Clarification Notification (if required)	
3	BCCM	INTERNAL VALIDATION 1. Validate that it is an Exception/Expedite. 2. Perform internal exception/expedite analysis. 3. Determine status of request: • If request duplicates existing change request, forward Cancellation Notification to CCCM or BCCM and update status to 'C' for Request Cancelled . • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Exception/Expedite and indicate appropriate Impact Level. • If issue does not qualify for exception/expedited treatment, re-	INPUTS: • New Exception/Expedite OUTPUTS: • Validated Exception/Expedite • Exception/Expedite notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	3 Bus Days

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		classify as a standard feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the exception/expedite process flow and enter Types 2-5 normal process flow at Step 3. NOTE: See Section 11.0 Terms and Definitions – Expedite Status for valid status codes and descriptions. Exception/Expedite notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM CCP Members	MONTHLY STATUS MEETING 1. Provide status of Excpetion/Expedite. 2. Solicit CLEC/ BST input. 3. Reach consensus as to disposition. 4. Update Exception/Expedite information as needed.	INPUTS: • Exceptions/Expedites Received • Change Request Log • Exception/Expedite Analysis OUTPUTS: • Updated status • Updated Change Request Log • Meeting minutes	Monthly or when status changes, whichever occurs first.
5	BCCM	INTERNAL RESOLUTION PROCESS 1. Schedule and evaluate Exceptions/Expedites based on capacity and business impacts to the CLECs and BellSouth. 2. Provide status updates to the CLEC community via email as the status changes until the exception/expedite is implemented. Exceptions will be implemented in the release determined by the consensus reached in Step 4. Expedites will be implemented in the current, next release, or point release, best effort, as determined by the	INPUTS: • CLEC/ BST input OUTPUTS: • Excpetions/Expedites Release Schedule	Monthly or when status changes, whichever occurs first.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		consensus of the CCP Members at the Monthly Status Review Meeting.		
6	BCCM	UPDATE RELEASE PACKAGE NOTIFICATION 1. Update and distribute release notification package via web. 2. All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled". Note: The release notification will be published in a timely manner, based on the release constraints associated with the expedite.	INPUTS: • Exception/Expedite Feature Information OUTPUTS: • Updated Release Package Notification • Scheduled Change Request	Based on release constraints for expedites (may be less than 30 days).
7	BCCM	RELEASE MANAGEMENT AND IMPLEMENTATION The following release management activities will pertain to Type 2-5 Exception/Expedited Feature changes: 1. Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. 2. BellSouth business requirements will be presented to CLECs for expedited features (if applicable). If needed, changes will be incorporated and requirements re-baselined. 3. Once an Exception/Expedited Feature Change is implemented in a release, the status will be changed to "I" for Change Implemented.	INPUTS: • Approved Release Package Notification OUTPUTS: • Project Release Status • Implementation Date • Implemented Change Request	Ongoing

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

5.0 DEFECT/EMERGENCY CHANGE/~~EXPEDITE NOTIFICATION~~ PROCESS

A CLEC/BST identified defect/emergency change~~expedite~~ will enter this process through the Change Management Team as a Type 6 Change Request. If the defect~~/expedite~~ is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting.

CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

A **defect** is any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

~~An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.~~

~~Type 6~~Defect Change Requests will have three Impact Levels:

- **High Impact**

The failure causes impairment of critical system functions and no electronic workaround solution exists.

~~Expedited features will be treated as High Impact.~~

- **Medium Impact**

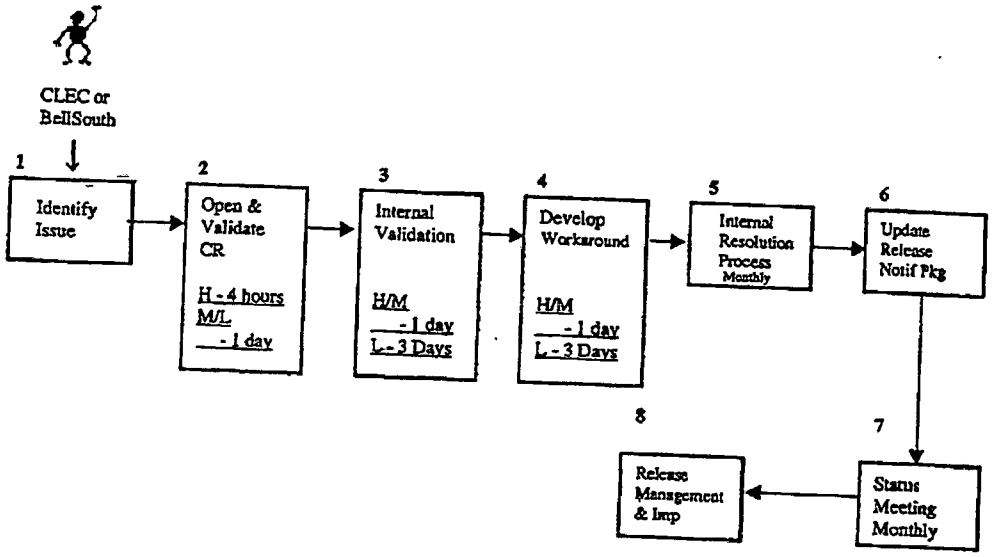
The failure causes impairment of critical system functions, though a workaround solution does exist.

- **Low Impact**

The failure causes inconvenience or annoyance.

Defect Changes identified as High Impact are referred to as **Emergency Changes.** CLECs encountering High Impact defects outside normal business hours (7am – 6pm Eastern) will submit their requests to the Electronic Communications Support (ECS) Group. The ECS Helpdesk number is 888-462-8030.

Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect/Emergency Change/~~Expedite~~.



~~Note: Step 4 (Develop Workaround) does not apply for High Impact Expedites.~~

[NOTE: The intervals in the boxes above match the intervals in the tables below for High, Medium, and Low Impact defect change requests.]

Figure 5-1. Type 6 Process Flow

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects~~/expedites~~, provide status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	IDENTIFY NEED ~~1.~~2. Identify Defect~~/Expedite~~. ~~2.~~5. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a Type 6. ~~3.~~6. Include description of business need and details of business impact. ~~4.~~7. Attach related requirements and specification documents. These attachments should include the following, if available: • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	INPUTS: • Type 6 Change Request OUTPUTS: • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	OPEN & VALIDATE DEFECT/EXPEDITE FORM FOR COMPLETENESS 1. Log Defect/Expedite in Change Request Log. ~~2.~~8. Send Acknowledgment Notification via email to initiating CLEC. ~~2.~~9. Establish CR status ('N' for New Defect/Expedite). ~~3.~~10. BCCM reviews change request for mandatory fields using the Change	INPUTS: • Completed Change Request Form (with related documentation if necessary) OUTPUTS: • New Defect/Expedite • Acknowledgment Notification • Clarification Notification (if required)	4 hours for High Impact 1 Bus Day for Medium and Low Impact

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		Request Form Checklist. ~~4.~~ 11. Verify specifications and related information exists. ~~5.~~ 12. Send Clarification Notification via email to the originator if needed. ~~6.~~ 13. Update CR Status to' PC' for Pending Clarification if clarification is needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Change Request Clarification Response.		
3	BCCM	INTERNAL VALIDATION ~~1.~~ 4. Validate that it is a defect/expedite. ~~2.~~ 5. Perform internal defect/expedite analysis. ~~3.~~ 6. Determine status of request: • If change already exists ~~or training issue~~ forward Cancellation Notification to CCCM or BCCM and update status to 'C' ~~for Request Cancelled or 'CT' for Training. If Training issue, refer to CSM or Account Team~~. • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Defect/Expedite and indicate appropriate Impact Level. ~~Note: High Impact Expedites will skip Step 4 (Develop Workaround) and be scheduled for the current, next release, or point release, best effort.~~ • If the process is operating as specified in the baselined requirements and published business rules, the BCCM	INPUTS: • New Defect/Expedite OUTPUTS: • Validated Defect/Expedite • Defect/Expedite notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	1 Bus Day for High and Medium Impact 3 Bus Days Low Impact

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		will communicate the results via e-mail to the originator to discuss/determine the next step(s). • If issue is re-classified as a standard feature change, provide supporting information via email to the originator for review and feedback. The Change Request will exit the defect/~~expedite~~ process flow and enter Types 2-5 process flow (enter at Step 3). NOTE: See Section 11~~9~~.0 Terms and Definitions – Defect/~~Expedite~~ Status for valid status codes and descriptions. Defect/~~Expedite~~ notification will be provided to CLEC community via e-mail and web posting.		
4	BCCM	DEVELOP AND VALIDATE WORKAROUND (IF APPLICABLE) 1. Defect workaround identified. 2. Change Request status changed to "W" for workaround identified. 3. Workaround is communicated via e-mail to originating CLEC and to the CLEC community via e-mail and web posting.~~.~~ 4. If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. ~~Defect workaround notification will be provided to CLEC community via e-mail and web posting.~~ If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	INPUTS: • Validated Defect • Clarification Notification (if required) OUTPUTS: • Workaround (if applicable) • Clarification Notification (if required) • Cancellation Notification (if required) • E-mail and web posting of workaround	~~4 Bus Days~~ 1 Bus Day for High and Medium Impact 4 Bus Days for Low Impact
~~5~~	~~BCCM~~	~~MONTHLY STATUS MEETING~~ ~~1.Provide status of Defect/Expedite.~~ ~~2.Solicit CLEC/ BST input.~~ ~~3.Update Defect/Expedite information as~~	~~INPUTS:~~ ~~□Defects/Expedites Received~~ ~~□Change Request Log~~ ~~□Defect/Expedite Analysis~~	~~Monthly or when status changes,~~

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		~~needed.~~	~~□Workaround (if applicable)~~ ~~OUTPUTS:~~ ~~□Updated status~~ ~~□Updated Change Request Log~~ • ~~Meeting minutes~~	~~whichever occurs first.~~
56	BCCM	INTERNAL RESOLUTION PROCESS ~~1.~~3. Schedule and evaluate Defects~~/Expedites~~ based on capacity and business impacts to the CLECs and BellSouth. ~~2.~~4. Provide status updates to the CLEC community via email as the status changes until the defect~~/expedite~~ is ~~scheduled~~implemented. ~~NOTE: Validated defects (High Impact) will be implemented within a 4 – 25 business day range, best effort.~~ ~~Expedites (High Impact) will be implemented in the current, next release, or point release, best effort.~~	INPUTS: • CLEC/ BST input OUTPUTS: • Defect~~/Expedites~~ Release Schedule	~~Monthly or when status changes, whichever occurs first.~~ Validated High and Medium Impact defects will be implemented within a 4 – 10 business day range, best effort. Low Impact defects will be implemented within a 4 – 20 business day range, best effort.
67	BCCM	UPDATE RELEASE PACKAGE NOTIFICATION ~~1.~~3. Update and distribute release notification package via web. ~~2.~~4. All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled". Note: The release notification will be	INPUTS: • Defect~~/Expedite~~ Feature Information OUTPUTS: • Updated Release Package Notification • Scheduled Change Request	Based on release constraints for defects~~/expedites~~ (may be less than 30 days).

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Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		published in a timely manner, based on the release constraints associated with the defect/expedite.		
7	BCCM	MONTHLY STATUS MEETING 5. Provide status of Defect. 6. Solicit CLEC/ BST input. 7. Update Defect/Expedite information as needed.	INPUTS: • Defects/Expedites Received • Change Request Log • Defect/Expedite Analysis • Workaround (if applicable) OUTPUTS: • Updated status • Updated Change Request Log Meeting minutes	Monthly or when status changes, whichever occurs first.
8	BCCM	RELEASE MANAGEMENT AND IMPLEMENTATION The following release management activities will pertain to Type 6 changes: ~~1.~~4. Lead project manager communicates release management project status to BCCM for inclusion in Monthly status meetings. ~~2.~~5. BellSouth business requirements will be presented to CLECs for expedited features (if applicable). If needed, changes will be incorporated and requirements re-baselined. ~~3.~~6. Once a defect~~/expedite~~ is implemented in a release, the status will be changed to "I" for Change Implemented.	INPUTS: • Approved Release Package Notification OUTPUTS: • Project Release Status • Implementation Date • Implemented Change Request	Ongoing

6.0 CHANGE REVIEW – PRIORITIZATION – RELEASE PACKAGE DEVELOPMENT AND APPROVAL

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular category are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 30 business days prior to the Change Review Meeting. Change Requests must be accepted and in "Pending" status to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to ~~coincide with the published release schedules~~occur in March, June, September and December and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda
- Change Request Log (List of Change Requests to be reviewed)
- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)

- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish "desired/want" dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- CLEC must either be using an interface within a category (i.e. ordering), in the testing phase or have a letter of intent on file with the BellSouth Change Control Management Team to participate in the voting process
- One vote per CLEC, per category
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category
- ~~Manual processes and d~~Documentation changes will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- ~~Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached~~
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order CENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

Part 4 – Developing and Approving Release Packages

Subsequent to the Change Review Meeting BellSouth and the CLECs will each evaluate and analyze the Candidate Change Requests in preparation for the Release Package Meeting that will be held 25 business days later.

- Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints for each future release have been reached.
- All Candidate Change Requests will be assigned to as many future releases as necessary to complete the assignment process.

During the Release Package Meeting BST/CLEC consensus will be used to create Approved Release Package (s) and schedules. During this step if supported by consensus the group may shift scheduled changes among future releases, cancel changes, etc. as necessary to meet changes in business requirements or resource availability.

7.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. BellSouth will seek to conform to the notification process for Type 4 (BellSouth Originated) changes as described in this document. In the event that BellSouth is forced to deviate from the Type 4 (BellSouth Originated) process for new non-impacting interface functionality, BellSouth will notify all CLECs of the deviation as promptly as possible. ~~A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30 - 45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and obtain input from the CLEC community.~~ BellSouth will provide specifications on the interface being developed to the CLEC Community using the timeframes established in Part 4, Section 2. As new interfaces are deployed, they will be added to the scope of this document ~~document as appropriate, based on the use by the CLEC community~~ and requested changes will be managed by this process.

Retirement of Interfaces

As active interfaces are retired, BellSouth will notify the CLECs through the Change Control Process and post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes. BellSouth will consider a CLEC's ability to transition from an interface before it is scheduled for retirement. BellSouth will ensure that its transition to another interface does not negatively impact a CLEC's business.

BellSouth will only retire interfaces if an interface is not being used, or if BellSouth has a replacement for an interface that provides equal or better functionality for the CLEC than the existing interface.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one-day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five-day turnaround for each cycle of escalation.
- For Type 6 High and Medium Impact issues, the escalation process is agreed to allow BellSouth a ~~three~~one-day turnaround to provide a status for each cycle of escalation.
- For Type 6 Low Impact and Type 2-5 Expedite Process issues, the escalation process is agreed to allow BellSouth a three-day turnaround to provide a status for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications will be ~~may be optionally~~ distributed by Change Control~~the CLEC~~ to the industry via ~~and BellSouth Change Control~~ e-mail unless there is a proprietary issue.

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Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
  - Definition and escalation of item.
  - History of item.
  - Reason for escalation.
  - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Type 2-5 Changes: ~~W~~within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6, High and Medium Impact Changes: Within 1 business day of receipt, BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Type 6 Low Impact and Type 2-5 Expedite Changes: Within 3 business days of receipt (2 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position.

Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Linda Tate Director (for Systems Issues)	404-927-7878	Linda.Tate3@bridge.bellsouth.com
	Joy Lofton Director (for Business Rules/Operations Issues)	404-927-7828	Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Doug McDougal Senior Director (for Systems Issues)	404-927-7505	Doug.Mcdougal@bridge.bellsouth.com
	Dee Freeman-Butler Senior Director (for Business	404-927-3545	Dee.Freeman2@bridge.bellsouth.com

	Rules/Operations Issues)		

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, including escalation within each company to the person with ultimate authority for Change Control operations, and the services of a Joint Investigative Team when appropriate, BellSouth and the impacted CLEC(s) agree as follows:

~~to follow this Dispute Resolution Process. BellSouth and the CLEC shall assemble a Joint Investigative Team, within one week, comprised of subject matter experts. The party prompting the dispute should initiate the formation of the team. The team should be co-chaired by representatives of BellSouth and the CLEC respectively. The investigative team will conduct a root cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for State operations in an effort to achieve a resolution.~~

~~If the dispute cannot be resolved between the companies after these steps are taken, then either party to the dispute may file a formal complaint with the State PSC through the Director of the Telecommunications section for binding mediation. The Director of the Telecommunications section, or his appointee, shall rule upon the complaint within 30 days of its filing. If either party is then aggrieved, it may file a formal complaint with the State PSC.~~

- Either party to the dispute may request mediation through a State Public Service Commission, if available. If mediation is requested, both parties shall participate in good faith.
- Either party may file a formal complaint with a State PSC, requesting resolution of the issue, without necessity for prior mediation.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name "Ccp.doc" (the date of the latest CCP document will be included in the file name). The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings following receipt of the request, if included in the published meeting agenda. Following this initial review the BCCM and a CLEC representative appointed by the CLECs participating in the review shall prepare an official E-mail ballot for distribution. The official ballot will detail the change being requested, and the significant arguments presented for and against the change during the review. The ballot will be distributed one week following the Status Meeting. CLEC's and BellSouth will have one week in which to cast their vote. Only ballots transmitted before midnight of the due date will be counted. Implementation of such changes will require a two-thirds affirmative vote for approval. ~~All changes will be submitted as a change request and reviewed~~.

10.0 TESTING ENVIRONMENT

Requests related to the processes of testing an interfaces will be included in the Change Control Process. Changes to BellSouth's testing environments and supporting processes will be submitted through the Change Control Process as a Type 5 request. The requests will follow the guidelines and intervals set forth in the Type 5 process flow.

BellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing.

BellSouth will also provide a pre-release testing environment for TAG and EDI that will be available to CLEC's 30 days **prior** to the implementation of any new releases. This environment will be a wholly separate, non-production environment for all preordering and ordering interfaces and will mirror the production environment.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing after "major releases". CLECs are selected on a "first come, first served basis".

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, refer to the following BellSouth public Internet sites:

EDI

www.interconnection.bellsouth.com/markets/lec.html
Select "Customer Guides"
Select "Local Exchange Ordering Guides"
Select "BellSouth EDI Specifications – TCIF 9"
Select "Section 7 – EDI Testing Guidelines for CLECS"

TAG

www.interconnection.bellsouth.com/markets/lec.html

Select "OSS Information Center"
Select "TAG Documentation"

This site is password protected. You should obtain the password from your Account Team representative.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations
- Enhanced Billing Options Negotiations
- Customer Education
- Technical Assistance
- General Problem Resolution
- Tariff Interpretation
- BonaFide Requests (BFR)
- Production Support
- Collocation
- Testing Support
- Project/Order Coordination
- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects/expedites.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
  - ◊ Dependencies relative to other data elements
  - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects/expedites or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal

entities, such as the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.

- Type 3 – Industry Standard Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
- Type 4 – BellSouth Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
- Type 5 – CLEC Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
- Type 2-5 – Expedited Feature Change. Any Type 2-5 change that either BellSouth or a CLEC submits for exception handling in order to achieve a more rapid implementation.
- Type 6 – CLEC Impacting Defect. Any non-Type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

~~Type 6. CLEC Impacting Expedite. The ability for a CLEC to process certain types of orders to BellSouth due to a problem on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.~~

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
  - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
  - **CD = Duplicate Request.** A request for this change already exists.

  ~~CT = Training. Requested change already exists, additional training may be required.~~
- **CRC** = Change Review Complete. Indicates a Change Request has been reviewed at a Change Review Meeting, but did not reach the Candidate Request List (Step 5).
- **D** = Request Purge. Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).

- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).
- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled.** Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Requests, generate Candidate Change Requests, and submit Candidate Change Requests for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Release Management Status Report, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect. Any non-type 1 change where a BellSouth interface used by a CLEC which is in production and is not working in accordance with the BellSouth baseline business requirements or is not working in accordance with the business rules that BST has published or otherwise provided to the CLECs and is impacting a CLECs ability to exchange transactions with BellSouth. This includes documentation defects.

Defect/Expedite Status. The status of a CLEC Impacting Defect/Expedite Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
  - **CC = Clarification.** Requested clarification not received in allotted time (2 days).
  - **CD = Duplicate Request.** A request for this change already exists.

  ~~**CT = Training.** Requested change already exists, additional training may be required.~~
- **I = Implemented.** Indicates a Defect/Expedite Change Request has been implemented in a release (Step 6).
- **N = New Defect/Expedite Change Request.** Indicates a Defect/Expedite Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect/Expedite Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect/Expedite.** Indicates internal analysis has been conducted and it is determined that it is a validated defect/expedite (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

Emergency Change. Defect Changes identified as High Impact are emergency changes.

Exception Change. An exception change request may involve the extension of the normal intervals for the implementation of a Type 2-5 change.

Expedited Feature. An expedited feature is the inability for a CLEC to process certain types of orders to BellSouth due to a lack of programming ~~problem~~ on BellSouth's side of the interface. The Change Request for an expedite must provide details of the business impact.

H

High Impact. The failure causes impairment of critical system functions and no electronic workaround solution exists.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

L

Low Impact. The failure causes inconvenience or annoyance.

M

Medium Impact. The failure causes impairment of critical system functions, though a workaround solution does exist.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Defect/Expedite Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

Letter of Intent. CLEC provides notice of intent to implement a TCIF compliant interface within a specified timeframe. (Attachment A-5).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

APPENDIX D –BST VERSIONING POLICY FOR INDUSTRY STANDARD ORDERING INTERFACES

Since August 1998, BellSouth's policy, which is stated in its Statement of Generally Accepted Terms (SGAT) and standard interconnection agreement, has been to support two industry standard versions of the applicable electronic interfaces at all times. Currently, the EDI and TAG electronic interfaces are maintained this way, because they are the interfaces that require the CLEC to "build" its side of the interface to use the new standard. The two industry standard versions of an interface are maintained when BellSouth is implementing an entirely new version of an interface based on new industry standards, not when BellSouth is simply enhancing an existing interface. Periodically, the standards organizations for an interface will issue a new set of standards. After submitting the new standards to the CCP to determine how and when they will be implemented, BellSouth will introduce a new version of that interface based on the new standards. BellSouth will keep the "old" version of the interface based on the old industry standards "up" for those CLECs that have not had enough time to build their side of the interface to the new industry standards. BellSouth gives CLECs six (6) months advance notice of the implementation of electronic interfaces based on new industry standards.

When a new industry standard for the interface is issued, the most recent prior industry standard version of the interface will be frozen - no changes will be made to the old version of the interface. BellSouth will support both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A were based on the current industry standards, then following the implementation of version B based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of the version C of the interface based on the newest industry standards, BellSouth would no longer support version A, would freeze version B, and would support both version C and the frozen version B until the implementation of next set of the industry standards.

For example, in March 1998, BellSouth released a new industry standard version of EDI based on TCIF version 7.0. Between March 1998 and January 2000, BellSouth implemented a series of major releases (4.0 and 5.0) and a series of "point releases" (4.1, 4.2, etc. and 5.1, 5.2, etc.). The final "point release" of EDI was Release 5.8. In January 2000, BellSouth implemented Release 6.0 of EDI based on TCIF 9.0. When this occurred, BellSouth began maintaining Release 5.8 alongside of Release 6.0 of EDI.

NOTE: Because LENS is not an industry standard, machine-to-machine interface, LENS is not covered under the policy described above.

ATTACHMENT 8

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.
(Licensee)

BELLSOUTH License Agreement Number - _____

CONTENTS

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment 8 sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in Sections 1.1 through 1.29.

1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.

1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151, et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in Section 1.23 following.

1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In thisAttachment 8, the term refers to conduit systems owned or controlled by BellSouth.

1.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in thisAttachment 8, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.

1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.11 The acronym "FCC" refers to the Federal Communications Commission.

1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

1.14 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.

1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

1.16 License. The term "license" refers to any license issued pursuant to this Attachment 8 and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment 8.

1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure

clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.

1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.

1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.

1.20 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1.21 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and

does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.

1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.

1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State in which the access to BellSouth poles, ducts, conduits or rights-of-way, granted pursuant to this Attachment 8, occurs or attachment is located.

1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment 8 or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself, subsidiaries or affiliates, or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of

such facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Attachment 8. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment 8 and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment 8.

2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

2.3 Licenses. Subject to the terms and conditions set forth in this Attachment 8, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on reasonable engineering concerns. BellSouth shall provide written notice to Licensee within forty-five (45) days of the request as per ¶ 1224 of the FCC Docket 96-98 specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.

2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in Section 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with Section 2.4.2, or, in the case where Licensee elects not to invoke its rights under Section 2.4.1 or Section 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.

2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment 8 nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Attachment 8 or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment 8 or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any

interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Attachment 8 provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses issued pursuant to this Attachment 8.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Attachment 8.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment 8 or any license issued hereunder shall not be construed as authorizing either party to this Attachment 8 to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment 8 or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.

2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.

2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3.1 of this Attachment 8 if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.

3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other

party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:

3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.

3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at

Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee represents and warrants that neither Licensee nor any person acting on Licensee's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in Section 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.

3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by

BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.

3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.7.6 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center ("ACAC") or the Unbundled Network Element (UNE) Center.

BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency condition on an emergency basis. (A list of contact telephone numbers is available to each CLEC for this purpose.)

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit, " "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to

comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the presence at such sites of environmental contaminants. BellSouth will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.

3.9.2 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601, et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.3 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.4 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.5 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Attachment 8; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles,

conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.

4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written

license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. See Exhibit B, attached hereto and incorporated herein by this reference, for records location centers.

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be subjugated to BellSouth work, nor entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when Licensee has multiple applications on file with BellSouth, Licensee may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

7.1.1 Each application for a license under this Section shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each pole.

7.1.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this Attachment 8, and an

indication of whether Licensee will, at its option, perform its own make-ready work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	**Billing Address**
To Licensee as follows:		
Contact	Bill C. Peacock	
Title	District Manager	
Company	AT&T	
Address	Promenade I, Room 12254	
Address	1200 Peachtree St., N.E.	
City, State, and Zip Code	Atlanta, GA 30309	
Telephone	(404) 810-6710	
Facsimile	(404) 810-8605	

and to Licensor as follows:	
Contact	John T. Chaucer
Title	Manager
Company	BellSouth Telecommunications, Inc.
Address	North W3D2
Address	3535 Colonnade Parkway
City, State, and Zip Code	Birmingham, AL 35243
Telephone	(205) 977-2631
Facsimile	(205) 977-7997

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple applications on file with BellSouth, Licensee shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

8.2 Prelicense Survey. After Licensee has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Licensee's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If Licensee gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Licensee's expense.

8.2.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by BellSouth and the survey, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Section 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple

applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1 All applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.

9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:

10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's pole, in any part of

BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Attachment 8.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Attachment 8.

10.5.3 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Attachment 8) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities

shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws

or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15. INSPECTION BY BELLSOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 8, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute

BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment 8.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under

applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Attachment 8, including termination of licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Attachment 8 or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Exhibit A, attached hereto and incorporated herein by this reference, for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment 8 or otherwise; provided, however, that Licensee shall be

subject to all liabilities, obligations and responsibilities of this Attachment 8 in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

18.2.1 Termination of the license covering such conduit occupancy; or

18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Attachment 8 until all of Licensee's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Attachment 8. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before

December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance (or provide written evidence of being self-insured), including endorsements insuring the contractual liability and indemnification provisions of this Attachment 8, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and

nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment 8.

22.2 Licensee shall maintain the following amounts of insurance in compliance with Section 22.1 above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment 8.

22.5 All insurance required in accordance with Sections 22.2 and 22.3 preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 Licensee may self-insure any or all of the insurance coverages required in this Attachment 8.

23. AUTHORIZATION NOT EXCLUSIVE

23.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Attachment 8, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment 8 and Licensee's rights hereunder.

24. ASSIGNMENT OF RIGHTS

24.1 Any assignment by either party of any right, obligation, or duty, in whole or part, or of any interest, without the written consent of the other party (such consent not to be unreasonably withheld) shall be void. Notwithstanding the above, either party, upon written notice to the other party, may assign this agreement and any of its rights and privileges under this Attachment 8, in whole or in part, to: (1) its parent, partners or their

respective subsidiaries, affiliates or successors; (2) any entity which controls, is under the control of, or is under common control with the assigning party; or 3) any entity that purchases all or substantially all of the assets of the assigning party by way of merger, acquisition, or consolidation.

24.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Attachment 8 shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

25. FAILURE TO ENFORCE

25.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Attachment 8 or to give notice or declare this Attachment 8 or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Attachment 8, but the same shall be and remain at all times in full force and effect.

26. DISPUTE RESOLUTION

When a dispute arises under this Attachment, either Party may avail itself of the complaint procedures set forth in 47 C.F.R. Ch. I, Subpart J--Pole Attachment Complaint Procedures, ¶¶ 1.1401-1.1416.

26.1 Termination of this Attachment 8 or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

27.1 This Attachment 8 supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Attachment 8; and there are no other provisions, terms or conditions to this Attachment 8 except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Attachment 8.

2000 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2000

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles	Anchors	Conduit	
	(ea. / yr.)	*(ea. / yr.)*		*($ / ft. / yr.)*
Alabama	$ 3.35	$ 4.89		$ 0.23
Kentucky ①				0.70
2-user	9.45	$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

① All rates in Kentucky are by tariff

② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, $6.90 rate remains in effect.

③ Tariff rate in Mississippi

④ Tennessee rates are negotiated with CATV Association; conduit rates were established in 1998 and fixed indefinitely

⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) duct convention for 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per pole (throughout BellSouth region) $41.00

Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Attachment 9

BST's Proposal

Performance Measurements
[DISAGREE]

Attachment 9

Performance Measurements

TABLE OF CONTENTS

Service Performance Measurements
And Enforcement Mechanisms

1. Scope

1.1 This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

1.2 If the Commission issues an order mandating certain service performance measurements and associated remedies, that order will supercede this Attachment on the effective date of the order.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to AT&T in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to AT&T on a monthly basis. The reports will contain information collected in each performance category and will be available to AT&T through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to AT&T regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of AT&T. AT&T may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference. Nothing herein shall preclude

either party from participating in any proceeding involving BellSouth's Service Quality Measurements or from advocating that those Measurements be modified from those contained herein.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of AT&T. BellSouth will notify AT&T of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference. Nothing herein shall preclude either party from participating in any proceeding involving the Enforcement Measurements and/or Statistical Test or from advocating that those Measurements or Test be modified from those contained herein.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

4.1.2 This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and AT&T's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms. To the extent the FCC issues an order authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act that contains enforcement mechanisms that deviate from those contained herein, BellSouth and AT&T agree to amend this Attachment to conform to the FCC's order.

4.2 Effective Date

4.2.1 Tier-1 Enforcement Mechanisms shall become effective in all BellSouth states upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act within any given state. Tier-2 and Tier-3 Enforcement Mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and AT&T where no analogous process, product or service is feasible. See Exhibit B.

4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to AT&T resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.

4.3.6 Affected Volume means that proportion of the total impacted AT&T volume or CLEC Aggregate volume for which remedies will be paid.

4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to AT&T when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.

4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to AT&T.

4.4.2 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to AT&T shall be credited against any liability associated with or related to BellSouth's service performance.

4.4.3 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. AT&T will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

4.4.4 AT&T acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and AT&T. Therefore, AT&T may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement

Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to AT&T or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay AT&T the required amount, BellSouth will pay AT&T 6% simple interest per annum.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.6.4 If AT&T disputes the amount paid to AT&T for Tier-1 Enforcement Mechanisms, AT&T shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide AT&T written findings within thirty (30) days after receipt of the claim. If BellSouth determines AT&T is owed additional amounts, BellSouth shall pay AT&T such additional amounts within thirty (30) days after its findings along with 6% simple interest per annum.

4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

4.7.1 BellSouth will not be responsible for AT&T acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide AT&T with reasonable notice of such acts or omissions and provide AT&T any such supporting documentation.

4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by AT&T that is in bad faith.

4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by AT&T that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by AT&T that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at $625M per year for the entire BellSouth region as set forth below.

AL - $54M	MS - $44M
FL - $122M	NC - $77M
GA - $131M	SC - $47M
KY - $34M	TN - $57M
LA - $59M	
Regional Total $625M	

If projected payments exceed the state cap, a proportional payment will be made to the respective parties.

4.8.3 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, AT&T may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. AT&T shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

ORDERING

Report/Measurement:	
O-7. Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Level of Disaggregation:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. See Appendix D	

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-8. Percent Rejected Service Requests

Definition:

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.
  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation

Percent Rejected Service Requests:

[(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-9. Reject Interval Distribution & Average Reject Interval

Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.
  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation:

Average Reject Interval:

Σ[(Date & Time of Service Request Rejection) - (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period)

Reject Interval Distribution:

[Σ (Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

ORDERING – (LNP) - Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:
• Reported in intervals = 0 - 4 minutes, 4 - 8 minutes, 8 - 12 minutes, 12 - 60 minutes, 0 - 1 hours, 1 - 8 hours, 8 - 24 hours, >24 hours • Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ .State, Region • Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions:

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- **Mechanized** - The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- **Partially Mechanized** - The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS).
- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized FOCs.

Calculation:

Average FOC Interval:

Σ [(Date & Time of Firm Order Confirmation) - (Date & Time of Service Request Receipt)] / (Total number of Service Requests Confirmed in the Reporting Period)

FOC Interval Distribution:

Σ[(Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Reported in intervals = 0 - 15 minutes, 15 - 30 minutes, 30 - 45 minutes, 45 - 60 minutes, 90 - 120 minutes, 120 - 240 minutes, 4 - 8 hours, 8 - 12 hours, 12 - 16 hours, 16 - 20 hours, 20 - 24 hours, 24 - 48 hours, >48 hours
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - .State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
  - ➢ Pots – Residence
  - ➢ Pots – Business
  - ➢ Design
  - ➢ PBX (Louisiana SQM)
  - ➢ CENTREX (Louisiana SQM)
  - ➢ ISDN (Louisiana SQM) (**NOTE**: ISDN included in POTS for Georgia Only)
  - ➢ ESSX (Louisiana SQM)

- Unbundled Network Elements
  - ➢ UNE Design
  - ➢ UNE Non – Design
  - ➢ UNE 2 Wire Loop (Louisiana SQM)
  - ➢ UNE Loop Other (Louisiana SQM)
  - ➢ Unbundled Ports (Louisiana SQM)

- Trunks
  - ➢ Local Interconnection Trunks

- Geographic Scope
  - ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

The following measure is the exception for all states:
Coordinated Customer Conversion

Which is disaggregated as follows:
UNE LOOPS with INP
UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. **Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).
Calculation:
Mean Held Order Interval: Σ(Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. **Held Order Distribution Interval:** (# of Orders Held for ≥90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥15 days) / (Total # of Orders Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

PROVISIONING - Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
• Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods	
Business Rules:	
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.	
Calculation:	
Average Jeopardy Interval = Σ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period). **Percent of Orders Given Jeopardy Notice** = Σ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service type
Retail Analog/Benchmark:	
95% > = 24 hours	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

P-3. Percent Missed Installation Appointments

Definition:

"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Interconnection Trunks

Business Rules:

Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation:

Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.

Calculation :

Average Completion Interval:

Σ [(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- ISDN Orders included in Non Design - GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30
- All Levels are reported <10 line/circuits; >=10 line/circuits

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-5. Average Completion Notice Interval

Definition:

The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions:

- Non-mechanized Orders
- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- D & F orders

Business Rules:

Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.

Calculation:

Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval
- Reported in categories of <10 line/circuits; >= 10 line/circuits

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks-BST
UNEs – (See Appendix D)

Revision Date 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop and loops where coordination in not requested.	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
Σ [(Completion Date and Time for Cross Connection of an Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period.	
Report Structure:	
• CLEC Specific • CLEC Aggregate	
Level of Disaggregation:	
Reported in intervals <=5 minutes; >5,<=15 minutes; >15 minutes, plus Overall Average interval	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders) • Total Conversions (Items) **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark – See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-7. % Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders completed in the report calendar month) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-8. Total Service Order Cycle Time (TSOCT)

Definition:

This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules:

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

Calculation :

Total Service Order Cycle Time

Σ(Date and Time of Service Request Receipt) – (Completion Date and Time of Service Order) (SOCS HIST-CD DATE) / (Count of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > = 10 line/circuits
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

Retail Analog/Benchmark

See Appendix D

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-9. Service Order Accuracy GEORGIA ONLY

Definition:

The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.

Exclusions:

- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- & F orders

Business Rules:

A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.

Calculation:

Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100

Report Structure:

CLEC Aggregate

Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Being investigated at this time

Retail Analog/Benchmark:
(Under Investigation)

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

LNP – 10. Percent Missed Installation Appointments

Definition:

Percent Missed Installation Appointments monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation:

Percent Missed Installation Appointments:
[(Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop Associated w/LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING – (LNP)

Report/Measurement :
LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution
Definition:
Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.
Calculation :
Average Disconnect Timeliness Interval: Σ[(Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time)] / Σ (Total Number of Disconnect Service Orders Completed in Reporting Period) **Disconnect Timeliness Interval Distribution:** [Σ (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Reported in day intervals = 0,1,2,3,4, 5, >5 days • Product Reporting Levels ➢LNP • Geographic Scope ➢State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING

Report/Measurement :

LNP-12. Total Service Order Cycle Time

Definition:

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).

Business Rules:

The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.

Calculation :

Average Total Service Order Cycle Time:

Σ[(Service Order Completion Date & Time) - (Service Request Receipt Date & Time)] / Σ (Total Number Service Requests Completed in Reporting Period)

Total Service Order Cycle Time Interval Distribution:

[Σ (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate
- "W" Appointment Code Only (Company Offered)

Level of Disaggregation:

- Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, ≥30 days
- Product Reporting Levels
  - ➢ LNP
  - ➢ UNE Loop with LNP
- Geographic Scope
  - ➢ State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00

(taf)

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
  - Pots – Residence
  - Pots – Business
  - PBX (Louisiana SQM)
  - ESSX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**NOTE**: ISDN Troubles included in Non-Design Georgia Only)
  - Design

- Unbundled Network Elements
  - UNE Design
  - UNE Non – Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)
  - UNE Other Non – Design (Louisiana SQM)

- Trunks
  - Local Interconnection Trunks

- Dispatch/No Dispatch categories applicable to all product levels

- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-1. Missed Repair Appointments

Definition:

The percent of trouble reports not cleared by the committed date and time.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules:

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.

Calculation:

Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark

CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-2. Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

Business Rules:

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLEC's and BST respectively at the end of the report month.

Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-3. Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

Business Rules:

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system).

NOTE: Customer can be BST or CLEC

Calculation:

Maintenance Average Duration = Σ(Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) / Σ(Total Closed Troubles in the reporting period)

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Resale
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale /BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-4. Percent Repeat Troubles within 30 Days

Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

Calculation:

Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – Retail Analog (See Appendix D)

Revision date: 02/22/00 (see)

MANTENANCE & REPAIR

Report/Measurement:

M&R-5. Out of Service (OOS) > 24 Hours

Definition:

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.

Calculation:

Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence- Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale /BST Trunking- Retail
UNEs Retail Analog – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customers is in Que.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call. (NOTE: The Column is a combined BST Residence and Business number)	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
• CLEC Aggregate • BST Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers. See Appendix D	

Revision Date: 02/22/00 (see)

BILLING

Report/Measurement:

B-1. Invoice Accuracy

Definition:

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions:

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)

Business Rules:

The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation:

Invoice Accuracy = (Total Billed Revenues during current month) – (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation :

- Product / Invoice Type
  - Resale
  - UNE
  - Interconnection
- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:

• Report Month
• Invoice Type
• Total Billed Revenue
• Billing Related Adjustments
	• Report Month
	• Retail Type
	  ➢ CRIS
	  ➢ CABS
	• Total Billed Revenue
	• Billing Related Adjustments

Retail Analog/Benchmark

CLEC Invoice Accuracy is comparable to BST Invoice Accuracy
See Appendix D

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:

B-2. Mean Time to Deliver Invoices

Definition:

This measure provides the mean interval for billing invoices

Exclusions:

Any invoices rejected due to formatting or content errors.

Business Rules:

Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation:

Mean Time To Deliver Invoices = Σ [(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Product / Invoice Type
  - Resale
  - UNE
  - Interconnection
- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:

• Report Month
• Invoice Type
• Invoice Transmission Count
• Date of Scheduled Bill Close
	• Report Month
	• Retail Type
	  ➢ CRIS
	  ➢ CABS
	• Invoice Transmission Count
	• Date of Scheduled Bill Close

Retail Analog/Benchmark:

CRIS-based invoices will be released for delivery within six (6) business days
CABS-based invoices will be released for delivery within eight (8) calendar days.
CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery for both systems.
See Appendix D

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-3. Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.	
Exclusions:	
None	
Business Rules:	
The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.	
Calculations:	
Usage Data Delivery Accuracy = Σ[(Total number of usage data packs sent during current month) – (Total number of usage data packs requiring retransmission during current month)] / (Total number of usage data packs sent during current month) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-4. Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100	
Report Structure	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-5. Usage Data Delivery Timeliness	
Definition:	
This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = Σ(Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ(Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness See Appendix D	

Revision date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-6. Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D	

Revision Date: 02/28/00 (dg)

OPERATOR SERVICES

Report/Measurement:
OS-1. Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-3. Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-4. Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-1. Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Levels of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-2. Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-3. Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = Σ (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Category:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
  - ➢ State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

Definition:

A report of blocking information for CLEC trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for the monthly blocking by hour
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Specific
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-3. Trunk Group Service Report

Definition:

A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Aggregate
  - CTTG
  - Local
- CLEC Aggregate
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk
- CLEC Specific
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Trunk Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-4. Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

• BST Specific ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks	• CLEC Specific ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

COLLOCATION

Report/Measurement:
C-1. Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
• Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = Σ(Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-3. Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area-MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
90% ≤ Commit Date

Revision Date: 01/27/00 (tg)

Appendix A: Reporting Scope*

Standard Service Groupings	*Pre-Order, Ordering* ➢ Resale Residence ➢ Resale Business ➢ Resale Special ➢ Local Interconnection Trunks ➢ UNE ➢ UNE - Loops w/LNP *Provisioning* ➢ UNE Non-Design ➢ UNE Design ➢ Local Interconnection Trunks ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail *Maintenance and Repair* ➢ Local Interconnection Trunks ➢ UNE Non-Design ➢ UNE Design ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Interconnection Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail Local Interconnection Trunk Group Blockage ➢ BST CTTG Trunk Groups ➢ CLEC Trunk Groups

Appendix A: Reporting Scope*

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	➢ New Service Installations ➢ Service Migrations Without Changes ➢ Service Migrations With Changes ➢ Move and Change Activities ➢ Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types: **Maintenance Query Types:**	➢ Address ➢ Telephone Number ➢ Appointment Scheduling ➢ Customer Service Record ➢ Feature Availability
Report Levels	➢ CLEC RESH ➢ CLEC MSA ➢ CLEC State ➢ CLEC Region ➢ Aggregate CLEC State ➢ Aggregate CLEC Region ➢ BST State ➢ BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms – Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
Pre-Ordering	**Percent Response Received within "X" seconds**	Parity w/ retail where applicable.		
	OSS Interface Availability			99.5%
Ordering	**Percent Flow-Through Service Request** • Residence • Business • UNE			 90% 80% 80%
	Percent Rejected Service Request	Diagnostic		Diagnostic.
	Reject Interval (Mechanized)	UD	UD	95% within 1 hrs
	• Reject Interval (Non-Mechanized and Partially Mechanized)	UD	UD	85% < 24 hrs
	Firm Order Confirmation Timeliness (Mechanized) (Non-Mechanized and Partially Mechanized)	UD	UD	95% within 4 hrs 85% <48 Hrs
	Speed of Answer in Ordering Center	X	X	
Provisioning	**Mean Held Order Interval**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Jeopardy Notice Interval (Mechanized)			
	• Resale Residence			95% >=24 Hrs
	• Resale Business			95% >=24 Hrs
	• Resale Design			95% >=24 Hrs
	• Resale PBX			95% >=24 Hrs
	• Resale Centrex			95% >=24 Hrs
	• Resale IDSN			95% >=24 Hrs
	• UNE Loop and Port Combos			95% >=24 Hrs
	• UNE 2w Loop with NP – Non-Design			95% >=24 Hrs
	• UNE 2w Loop without NP – Non-Design			95% >=24 Hrs
	• UNE Loop Other with NP Non-Design			95% >=24 Hrs
	• UNE Loop Other without NP Non-Design			95% >=24 Hrs
	• UNE Other Non Design			95% >=24 Hrs
	• UNE 2w Loop with NP – Design			95% >=24 Hrs
	• UNE 2w Loop without NP – Design			95% >=24 Hrs
	• UNE Loop Other with NP – Design			95% >=24 Hrs
	• UNE Loop Other without NP - Design			95% >=24 Hrs
	• UNE Other Design			95% >=24 Hrs
	• Local Interconnection Trunks			95% >=24 Hrs
	% of Orders given jeopardy notice (Mechanized)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Missed Installation Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Order Completion Interval			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Completion Notice Interval – Resale POTS (Mech)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Provisioning Troubles within 30 Days			

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Total Service Order Cycle Time	Diag.	Diagnostic	Diagnostic
Maintenance	**Customer Trouble Report Rate**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Local Interconnection Trunks	X		
	Percent Missed Repair Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Maintenance Average Duration			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Repeat Troubles within 30 Days			
	• Resale Residence	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Out of Service > 24hrs			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	OSS Interface Availability • All systems except ECTA	X		
	• ECTA			99.5%
	OSS Response Interval and % • TAFI (Front End)	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)	PBD		
	Average Answer Time – Repair Center	X		
Billing	**Invoice Accuracy**	X		
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		
	Mean Time to Deliver Usage	X		
Operator Services (Toll)	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
Directory Assistance	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
E911	**Timelinesss**	PBD		
	Accuracy	PBD		
	Mean Interval	PBD		
Trunk Group Performance (Blockage)	**Trunk Group Service Report (Percent Trunk Blockage)** Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.	X		
	Trunk Group Service Report (Percent Trunk Blockage)	X		
LNP	**Average Disconnect Timeliness Interval**			
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hours
	% Reject Service Request **Average Reject Interval Mechanized**		Diagnostic	95% ≤1 hour
	TSOC		Diagnostic	
	% Flow Through			80%

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
Customer Coordinated Conversions	**Coordinated Customer Conversions – UNE Loop**			95% ≤ 15min
	Coordinated Customer Conversions – LNP			95% < 15 min
Collocation +	**% of Due Dates Missed**			90% ≤ Comm Date
	Average Response Time		FL PSC is addressing this in generic docket	
+A contract with each CLEC required.	**Average Arrangement Time**		FL PSC is addressing this in generic docket	

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

EXHBIT B

VSEEMIII TIER-1 SUBMETRICS

- FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-2 SUBMETRICS

- Percent Response Received within "X" seconds – Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-3 SUBMETRICS

- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

VSEEM III	MEASURES AND SUB-METRICS	RETAIL ANALOGUE Resale (x) and UNEs	BENCH MARK
Pre-Ordering	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	x	
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% ≤ 4 hrs
	Reject Interval (Mechanized only)		95% ≤ 1 hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	x	
	Order Completion Interval (Dispatch only) – Resale Design	x	
	Order Completion Interval (No Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) – IC Trunks	x	
	Percent Missed Installation Appointments – Resale POTS	x	
	Percent Missed Installation Appointments – Resale Design	x	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Provisioning Troubles within 4 Days - Resale POTS	x	
	Percent Provisioning Troubles within 4 Days - Resale Design	x	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Maintenance	Customer Trouble Report Rate – Resale POTS	x	
	Customer Trouble Report Rate – Resale Design	x	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus. [1]	
	Percent Missed Repair Appointments – Resale POTS	x	
	Percent Missed Repair Appointments - Resale Design	x	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

Maintenance Continued	Maintenance Average Duration – Resale POTS	x	
	Maintenance Average Duration – Resale Design	x	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Maintenance Average Duration – IC Trunks	x	
	Percent Repeat Troubles within 30 Days – Resale POTS	x	
	Percent Repeat Troubles within 30 Days – Resale Design	x	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Billing	Invoice Accuracy	x	
	Mean Time To Deliver Invoices	x	
	Usage Data Delivery Accuracy	x	
	Usage Data Delivery Timeliness	x	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	x	
LNP	Average Disconnect Timeliness Interval		UD [2]
	Percent Missed Installation Appointments		UD [2]
CC Conversions	Coordinated Customer Conversions – UNE Loop		95% < 15min
	Coordinated Customer Conversions – LNP		95% < 15 min
Collocation	% of Due Dates Missed		< 10%

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
  - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.

- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

Measurement Types

The performance measures that will undergo testing are of three types:

1) means
2) proportions, and
3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j}. Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λ n where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

APPENDIX
TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

NOTATION AND EXACT TESTING DISTRIBUTIONS

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = 1,...,L; an index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number transactions in cell j; $n_{1j}+ n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; k = 1,..., n_{1j}

X_{2jk} = individual CLEC transactions in cell j; k = 1,..., n_{2j}

Y_{jk} = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,K\ ,n_{1j} \\ X_{2jk} & k = n_{1j}+1,K\ ,n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s_{1j}^2 = the ILEC sample variance in cell j

s_{2j}^2 = the CLEC sample variance in cell j

y_{jk} = a random sample of size n_{2j} from the set of $Y_{j1},K\ ,Y_{jn_j}$; k = 1,...,n_{2j}

M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_{k} y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_{k} y_{jk} \le t) = \frac{\textit{the number of samples with sum } \le t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

a_{1j}= the number of ILEC cases possessing an attribute of interest in cell j

a_{2j}= the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{1j}) \\ \sum_{h=\max(0, a_j - n_{1j})}^{x} HG(h), & \max(0, a_j - n_{1j}) \le x \le \min(a_j, n_{2j}) \\ 1 & x > \min(a_j, n_{2j}) \end{cases}.$$

For Rate Measures, the notation needed is defined as

b_{1j} = the number of ILEC base elements in cell j

b_{2j} = the number of CLEC base elements in cell j

b_j = the total number of base elements in cell j; $b_{1j} + b_{2j}$

$\bar{p}_{1j}$ = the ILEC sample rate of cell j; n_{1j}/b_{1j}

$\bar{p}_{2j}$ = the CLEC sample rate of cell j; n_{2j}/b_{2j}

q_j = the relative proportion of CLEC elements for cell j; b_{2j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1-q_j)^{n_j-k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}.$$

CALCULATING THE TRUNCATED Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights,** W_j. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. **In each cell, calculate a Z value,** Z_j. A Z statistic with mean 0 and variance 1 is needed for each cell.

- If $W_j = 0$, set $Z_j = 0$.
- Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = t_j + \frac{g}{6}\left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j} + n_{2j})}}\right)\left(t^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}}\right),$$

where

$$t_j = \frac{\overline{\overline{X}}_{1j} - \overline{\overline{X}}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient $\hat{g}$ is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that t_j is the "modified Z" statistic. The statistic $\hat{T}_j$ is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \leq 6$, and

a) $M_j \leq 1{,}000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j}.
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1{,}000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j\, q_j}{\sqrt{n_j\, q_j (1-q_j)}}.$$

3. **Obtain a truncated Z value for each cell, Z_j^*.** To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. **Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$.** In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

   - If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$ cannot be used. Set both equal to 0.

   - If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1-\frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1-\frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, or $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1-q_j) > 9$ for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

   - Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}, \text{and}$$

$$Var(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* | H_0)\right]^2.$$

The actual values of the z's and θ's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_j = \min(M_j, 1{,}000),\ i = 1, \ldots, N_j$$

$$z_{ji} = \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum } i$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \min(a_j, n_{2j}), \ldots, \max(0, a_j - n_{1j})$$

$$\theta_{ji} = HG(i)$$

Rate Measure

$$z_{ji} = \min\left\{0, \frac{i - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}\right\}, \quad i = 0, \ldots, n_j$$

$$\theta_{ji} = BN(i)$$

5. **Calculate the aggregate test statistic, Z^T.**

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* \mid H_0)}{\sqrt{\sum_j W_j^2 \operatorname{Var}(Z_j^* \mid H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. the null hypothesis, H_0, that parity exists between ILEC and CLEC services
2. the alternative hypothesis, H_a, that the ILEC is giving better service to its own customers
3. the Truncated Z test statistic, Z^T, and
4. a critical value, *c*

The decision rule[1] is

- If $Z^T < c$ then accept H_a.
- If $Z^T \geq c$ then accept H_0.

There are two types of error possible when using such a decision rule:

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c \mid H_0)$.

Type II Error: $\beta = P(Z^T \geq c \mid H_a)$.

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu, \sigma) = \mu \Phi(\tfrac{-\mu}{\sigma}) - \sigma \phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\sigma\phi(\tfrac{-\mu}{\sigma}) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

H_0: $\mu_{1j} = \mu_{2j}$, $\sigma_{1j}^2 = \sigma_{2j}^2$

H_a: $\mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j}$, $\sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2$ $\qquad \delta_j > 0$, $\lambda_j \geq 1$ and $j = 1, \ldots, L$.

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \psi_j > 1 \text{ and } j = 1,\ldots,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[2]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$\text{var}(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

[2] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, **38**, 468-470.

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$
$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\tfrac{2}{\psi_j} - 1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$
$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j} - 1\right)}$$
$$f_j^{(2)} = n_j n_{1j}\left(\tfrac{1}{\psi_j} - 1\right)$$
$$f_j^{(3)} = n_j a_j\left(\tfrac{1}{\psi_j} - 1\right)$$
$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j - a_j\right)\left(\tfrac{1}{\psi_j} - 1\right) + \left(n_j + \left(a_j - n_{1j}\right)\left(\tfrac{1}{\psi_j} - 1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}.$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2 \pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}, \text{ and}$$

$$se_j = \sqrt{\frac{n_j^3 (n_j - 1)}{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)\left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}\right)}}.$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

H_0: $r_{1j} = r_{2j}$

H_a: $r_{2j} = \varepsilon_j r_{1j}$ $\qquad \varepsilon_j > 1$ and $j = 1,\ldots,L$.

Given the total number of ILEC and CLEC transactions in a cell, n_j, and the number of base elements, b_{1j} and b_{2j}, the number of ILEC transaction, n_{1j}, has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j} b_{1j}}{r_{1j} b_{1j} + r_{2j} b_{2j}}.$$

Therefore, the mean and variance of n_{1j}, are given by

$$E(n_{1j}) = n_j q_j^*$$
$$\text{var}(n_{1j}) = n_j q_j^* (1 - q_j^*)$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j (q_j^a - q_j)}{\sqrt{n_j q_j (1 - q_j)}} = (1 - \varepsilon_j) \sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \varepsilon_j b_{2j}}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a (1 - q_j^a)}{q_j (1 - q_j)}} = \sqrt{\varepsilon_j} \frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}.$$

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j. The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_j. The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.

- Parameter Choices for ψ_j or ε_j. The set of parameters ψ_j or ε_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ_j for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

DECISION PROCESS

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, $diff = Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the $diff < 0$ indicates favoritism.

This make it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^{T}_{CLEC1} (See Exhibit C)
2. Calculate the balancing critical value($^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.; $z^{T}_{CLEC1} - {}^{C}B_{CLEC1}$
5. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4; $ABS((z^{T}_{CLEC1} - {}^{C}B_{CLEC1}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to AT&T by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, AT&T payment = $\text{Affected Volume}_{CLEC1}$ * $$ from Fee Schedule

Example: AT&T Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z^{T}_{CLEC1}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell					Z_{CLEC1}				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4
									133

where n_I = ILEC observations and n_C = AT&T observations

Payout for AT&T is (133 units) * ($100/unit) = $13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.

2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z^T_{CLECA}

3. Calculate the balancing critical value($^{c}B_{CLEC}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)

4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.

5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.; $z^T_{CLECA} - {}^{c}B_{CLECA}$

6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS(($z^T_{CLECA} - {}^{c}B_{CLECA}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.

7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total $CLEC_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).

8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

   So, State Designated Agency payment = Affected $Volume_{CLECA}$ * $$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n_I	n_C	MIA_I	MIA_C	Z^T_{CLECA}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
Quarter1	180000	2100	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell					Z_{CLECA}				
1		500	0.091	0.112	-1.994				214
2		300	0.176	0.098	0.734				
3		80	0.128	0.333	-2.619				34
4		205	0.158	0.242	-2.878				88
5		45	0.245	0.075	1.345				
6		605	0.156	0.130	0.021				
7		80	0.166	0.233	-0.600				34
8		40	0.106	0.127	-0.065				17

9	165	0.193	0.218	-0.918	71
10	80	0.160	0.235	-0.660	34
					492

where n_I = ILEC observations and n_C = CLEC-A observations

Payout for CLEC-A is (492 units) * ($300/unit) = $147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X=Miss			NOT A TIER-3 FAILURE X=Miss		
Process	Measures	Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.

2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

TABLE I SMALL SAMPLE SIZE TABLE
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%
6	66.67%	83.33%
7	71.43%	85.71%
8	75.00%	75.00%
9	66.67%	77.78%
10	70.00%	80.00%
11	72.73%	81.82%
12	75.00%	83.33%
13	76.92%	84.62%
14	78.57%	85.71%
15	73.33%	86.67%

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
16	75.00%	87.50%
17	76.47%	82.35%
18	77.78%	83.33%
19	78.95%	84.21%
20	80.00%	85.00%
21	76.19%	85.71%
22	77.27%	86.36%
23	78.26%	86.96%
24	79.17%	87.50%
25	80.00%	88.00%
26	80.77%	88.46%
27	81.48%	88.89%
28	78.57%	89.29%
29	79.31%	86.21%
30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.

4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.

5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total $CLEC_1$ Volume.

6. Calculate the payment to AT&T by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, AT&T payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: AT&T Missed Installation Appointments (MIA) for UNE Loops

	n_c	Benchmark	MIA_c	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for AT&T is (18 units) * ($400/unit) = $7,200

TIER-1 CALCULATION FOR BENCHMARKS (IN THE FORM OF A TARGET):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume.
7. Calculate the payment to AT&T by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, AT&T payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: AT&T Reject Timeliness

	n_c	Benchmark	Reject $Timeliness_c$	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for AT&T is (42 units) * ($100/unit) = $4,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

PER AFFECTED ITEM						
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	$40	$50	$60	$70	$80	$90
Provisioning	$100	$125	$175	$250	$325	$500
Provisioning UNE (Coordinated Customer Conversions)	$400	$450	$500	$550	$650	$800
Maintenance and Repair	$100	$125	$175	$250	$325	$500
Maintenance and Repair UNE	$400	$450	$500	$550	$650	$800
LNP	$150	$250	$500	$600	$700	$800
IC Trunks	$100	$125	$175	$250	$325	$500
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS Pre-Ordering	$20
Ordering	$60
Provisioning	$300
UNE Provisioning (Coordinated Customer Conversions)	$875
Maintenance and Repair	$300
UNE Maintenance and Repair	$875
Billing	$1.00
LNP	$500
IC Trunks	$500
Collocation	$15,000

Attachment 9

AT&T's Proposal

Performance Measurements
[DISAGREE]

APPENDIX A

TABLE OF CONTENTS

PRE-ORDERING - OSS

Report/Measurement :
Average OSS Response Time and Response Interval
Definition:
As an initial step of establishing service, the customer service agent must determine such basic facts as availability of desired features, service delivery intervals, telephone numbers to be assigned, the customer's current products and features, qualification of the customer's loop for advanced digital services, and/or the validity of the street address. This type of information is gathered from supporting OSS while the customer (or potential customer) is on the telephone with the customer service agent. Because pre-ordering activities are the first tangible contact a customer may have with a CLEC, it is critical that the CLEC be perceived as equally competent, knowledgeable and fast as an ILEC customer service agent. This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service. Comparisons to ILEC results indicate whether a CLEC has an equal opportunity to deliver a comparable customer experience when a retail customer calls the CLEC with a service inquiry.
Exclusions:
None
Business Rules:
For CLEC Results: Average Response Interval: The response interval for each query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data (or reject notification) to the CLEC. Elapsed time is accumulated for each major query or transaction type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period. **For ILEC Results:** The ILEC computation is identical to that for the CLEC with the clarifications noted below: **Other Clarifications and Qualification:** • The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service agent submits the request for identical or similar information into the ILEC OSS until the time when the ILEC OSS returns the requested information to the ILEC customer service agent. • As additional pre-ordering functionality is established by the industry, for example with respect to unbundled network elements, the reporting dimensions may be expanded. • Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. • Elapsed time is to be measured through automated rather than manual monitoring and logging. • The ILEC service agent entry of a request for pre-ordering information (to the ILEC OSS) is considered to be the equivalent of the ILEC receipt of a query from the CLEC. • The ILEC OSS return of information to the ILEC customer service agent, whether in hard copy or by display on a terminal, is considered equivalent to the return of requested information to the CLEC.
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks
Calculation:
Average Response Interval = Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)
Report Structure:
CLEC Specific CLEC Aggregate Not product/service specific Regional Level
Data Retained Relating to CLEC Experience: | **Data Retained Relating to BST Performance:**

Report Month Interface Type (specific to pre-ordering) Query Identifier (e.g., unique tracking number) Query Receipt Date by ILEC Query Receipt Time by ILEC Query Type (per reporting dimension) Response Return Date Response Return Time Legacy Contract (per reporting dimension) Response Interval Regional Scope	Report Month Interface Type Query Type (per reporting dimension) Query Count Standard Error of the mean response interval Legacy Contract (per reporting dimension) Response Interval Regional Scope
Retail Analog/Benchmark	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x

PRE-ORDERING - OSS

Report/Measurement:
OSS Interface Availability
Definition:
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured
Exclusions:
None
Business Rules:
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience. **For CLEC Results:** Percent System Availability: The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24-hour clock) over which the ILEC planned to offer and support CLEC access to ILEC OSS functionality during the reporting period. The ILEC must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period's advance notice, then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the ILEC gateway or interface is capable of accepting CLEC transactions or data files for processing in the gateway / interface and supporting OSS. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. The "Percent system availability" measure is required for each unique interface type offered by the ILEC. **For ILEC Results:** Each OSS of the ILEC that is employed in the support of CLEC operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to the CLECs. The "available time" and "scheduled available time" is gathered for each of the identified ILEC OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS. **Other Clarifications and Qualification:** • The ILEC analogs for this performance measure are the internal measures of system downtime (or up time) typically established between the ILEC Systems Management Organization and the client organizations. • OSS scheduled and available time may be utilized in the computation of more than one functional area. • Parity exists if the CLEC "Percent system availability" ≥ ILEC function availability for the functionality accessed by the CLEC. • "Capable of accepting" must have a meaning consistent with the ILEC definition down time, whether planned or unplanned, for internal ILEC systems having a comparable potential for customer impact. • Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks
Calculation:
(Number of Hours Functionality is Available to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Available During the Report Period) X 100
Report Structure:

CLEC Specific CLEC Aggregate Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
Report Month Legacy contract type (per reporting dimension) Regional Scope Interface Type (Identifies each unique interface available to CLECs) Business Period Scheduled Hour Available Actual Hours Available	Report Month Legacy contract type (per reporting dimension) Regional Scope Functionality Identification Business Period Percent Availability of Functionality
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

ORDERING

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
Fatal Rejects Auto Clarification CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier). **Definitions:** Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. * Attached is a list of services, including complex services, that can currently flow through.

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation:

Percent Flow Through Service Requests = Σ[(Total number of valid service requests that flow-through to SOCS)] / (Total number of valid service requests delivered Electronically) X 100

Description:
Percent Flow Through = (The total number of LSRs that flow through LESOG to the SOCS) / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that are returned to the CLEC for clarification) + (the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- CLEC Aggregate
  - Region

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report month • Total number of LSRs received, by interface, by CLEC: ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: ➢ Fatal rejects ➢ ➢ Auto clarifieation ➢ CLEC caused system fallout • Total number of errors by error code • Count of Orders Completed Without Manual Intervention • Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Report month • Total number of errors by type: ➢ BST system error • Count of Orders Completed Without Manual Intervention • Count of Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Order Activity • Service Type • Volume Category

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
Exclusions:
• Fatal Rejects • Auto Clarification • • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier). **Definitions:** **Fatal Rejects:** Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. **Auto-Clarification:** errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. *Attached is a list of services, including complex services that can currently flow through.

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:

Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered Electronically) X 100

Description:

Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:
  - CLEC (by alias designation)
  - Number of fatal rejects
  - Mechanized interface used
  - Total mechanized LSRs
  -
  - Number of auto clarifications returned to CLEC
  - Number of validated LSRs
  - Number of BST caused fallout
  - Number of CLEC caused fallout
  - Number of Service Orders Issued
  - Base calculation
  - CLEC error excluded calculation

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE

• Report month
• Total number of LSRs received, by interface, by CLEC
  ➢ TAG
  ➢ EDI
  ➢ LENS
• Total number of errors by type, by CLEC
  ➢ Fatal rejects
  ➢
  ➢ Auto clarification
  ➢ CLEC errors
• Total number of errors by error code
• Count of Orders Completed Without Manual Intervention
• Count of Firm Order Commitments
• Count of Syntax Rejects
• Count of Legacy System Rejects
• Count of Orders Submitted
• Order Activity Type
• Original order date for rejected orders
• Rejection Notice Date and Time
• Service Type
• Volume Category
• Manual Fallout (for Mechanized Orders Only)
	• Report month
	• Total number of errors by type:
	  ➢ BST system error
	• Count of Orders Completed Without Manual Intervention
	• Count of Order Commitments
	• Count of Syntax Rejects
	• Count of Legacy System Rejects
	• Count of Orders Submitted
	• Order Activity
	• Service Type
	• Volume Category

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:

Flow Through Error Analysis

Definition:

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.

Exclusions:

Each Error Analysis is error code specific; therefore exclusions are not applicable.

Business Rules:

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).

Calculation:

Σ Of errors by type.

Report Structure:

- Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:
  - Error Type (by error code)
  - Count of each error type
  - Percent of each error type
  - Cumulative percent
  - Error Description
  - CLEC Caused Count of each error code
  - Percent of aggregate by CLEC caused count
  - Percent of CLEC by CLEC caused count
  - BST Caused Count of each error code
  - Percent of aggregate by BST caused count
  - Percent of BST by BST caused count

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE

• Report month
• Total number of LSRs received
• Total number of errors by type (by error code)
  ➢ CLEC caused error
	• Report month
	• Total number of errors by type (by error code)
	  ➢ BST system error

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Aceupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	no	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

ORDERING

Report/Measurement:
Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by the CLEC prior to being rejected/clarified.
Business Rules:
Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category: • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. **Partially Mechanized:** A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC. **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs. **Non Mechanized:** An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative. **LNP:** Under Development **For CLEC Results:** Percent Orders Rejected: The percentage of orders rejected is the count of (1) order submissions where the ILEC returns a Fatal Reject notice to the CLEC and (2) order submissions where the ILEC returns an Auto Clarification to the CLEC. The resulting combined count of rejections is divided by the count of orders submitted (For EDI interfaces, the orders submitted would be the combined count of positive and negative 997 messages issued upon receipt of the CLEC order.) **For ILEC Results:** Same computation as for the CLEC.
Calculation
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region • Count of Orders Completed Without Manual Intervention • Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region • Count Orders Completed Without Manual Intervention • Count of Order Commitments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category
RETAIL ANALOG/BENCHMARK:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

ORDERING

Report/Measurement:

Reject Interval

Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.

Exclusions:

Service Requests canceled by CLEC prior to being rejected/clarified

Business Rules:

- **Fully Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in EDI, TAG). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category.
- **Partially Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via EDI, TAG.
- **Total Mechanized** Combination of Fully Mechanized and Partially Mechanized LSRs.
- **Non-Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp from FAX Server) until notice of the reject is returned to the CLEC via FAX Server.
- **LNP:** Under development.

Reject Interval: Reject Interval *(syntax)* is the elapsed time between the ILEC receipt of an order from the CLEC to the ILEC return of a notice of a syntax rejection to the CLEC. The time measurement starts when the ILEC receives the order from the CLEC. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of rejected orders associated with the particular order type.

Reject Interval: Reject Interval *(legacy system)* is the elapsed time between the ILEC's acknowledgement /acceptance of an order from the CLEC to the ILEC's return of a rejection notice to the CLEC. The time measurement starts when the ILEC accepts or acknowledges the order from the CLEC as syntactically correct. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of rejected orders associated with the particular service and order type.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.
- Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to the CLEC.

Calculation:

Reject Interval = Σ[(Date and Time of Service Request Rejection) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region • Number of Orders Reflected in Result • Interface Type • Average Status Interval • Order Submission Date • Order Submission Time • Standard Order Activity • Status Type • Status Notice Date • Status Notice Time • Number of Statuses Provided •	• Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region • Number of Orders Reflected in Result • Interface Type • Average Status Interval • Standard Error of Status Interval • Standard Order Activity • Status Type • Status Notice Date • Status Notice Time • Number Of Statuses Provided

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:

Firm Order Commitment Timeliness

Definition:

Interval for Return of a Firm Order Commitment (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order commitment.

Exclusions:

-
- None.

Business Rules:

- **Mechanized** - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed, including mechanized facilities validation in LFACS and any other appropriate data bases to ensure available facilities, and appropriate service orders are generated in SOCS and the FOC is sent to the CLEC from LENS, EDI, TAG.
- **Partially Mechanized** – The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and the FOC is sent to the CLEC from LENS, EDI, TAG. A mechanized facilities validation in LFACS and any other appropriate data bases is conducted to ensure available facilities prior to the return of the FOC.
- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized LSRs
- **Non-Mechanized** - The elapsed time from receipt of a valid LSR (FAX Server receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and the FOC is sent to the CLEC from the FAX Server.
- **LNP** – Under development.

Firm Order Commitment (FOC) Interval: Interval for Return of a Firm Order Commitment is the elapsed time between the ILEC acceptance of a syntactically correct order and the return of a commitment to the CLEC that the order will be worked as submitted or worked with the modifications specified on the commitment. A database query in LFACS is conducted to ensure availability of facilities. The time measurement starts when the ILEC accepts (acknowledges) the order from the CLEC. The time measurement stops when the ILEC returns a valid firm order commitment to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of orders associated with the particular order type.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.

Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice

<table>
<tr><td colspan="2">to the CLEC.</td></tr>
<tr><td colspan="2">Calculation:</td></tr>
<tr><td colspan="2">Firm Order Commitment Timeliness = Σ[(Date and Time of Firm Order Commitment) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Committed in Reporting Period)</td></tr>
<tr><td colspan="2">Report Structure:</td></tr>
<tr><td colspan="2">• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
• CLEC Specific
• CLEC Aggregate</td></tr>
<tr><td colspan="2">Level of Disaggregation:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
<tr><td><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></td><td><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></td></tr>
<tr><td>• Report Month
• Interval for FOC
• Total number of LSRs
• State and Region
• Number of Orders Reflected in Result
• Interface Type
• Average Status Interval
• Order Submission Date
• Order Submission Time
• Standard Order Activity
• Status Type
• Status Notice Date
• Status Notice Time
• Number of Statuses Provided</td><td>• Report Month
• Interval for FOC
• Total Number of LSRs
• State and Region
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• Average Status Interval
• Standard Error of Status Interval
• Standard Order Activity
• Status Type
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• Number Of Statuses Provided</td></tr>
<tr><td colspan="2">Retail Analog/Benchmark:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
</table>

ORDERING

Report/Measurement:
Speed of Answer in Ordering Center
Definition:
Measures the average time a customer is in queue.
Exclusions:
None
Business Rules:

For CLEC Results:
Mean Time to Answer Calls: Speed of Answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the ILEC call management system until the CLEC call is transferred to the ILEC personnel assigned to handling CLEC calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. The accumulated elapsed time is divided by the count of calls transferred to ILEC agents for accuracy.

For ILEC Results:
Mean Time to Answer Calls: Speed of Answer, as it relates to the ILEC, will be measured in an identical manner as described for the CLEC. The results for the ILEC business office operations and its repair bureau operations should be separately accumulated, computed and retained. If further distinctions are made or more discrete tracking is performed within the ILEC call receipt centers (e.g., by business and residence), then results should be reported at the lowest possible level of detail. Where call receipt for such operations are commingled and inseparable, then only a single result for each measure will be generated and serve as the comparative result for both the CLEC repair support and the CLEC provisioning support results.

Other Clarifications and Qualification:
- Speed of Answer minimum service standards, established in many states for business office, maintenance center, and/or operator services represent a similar ILEC measure and are derived from identical data (although the result displayed may be in comparison to a pre-established standard performance minimum).
- For ILEC and CLEC calls, an ILEC Agent answering and placing the caller on hold does not stop timing for purposes of the speed of answer interval.
- An interactive voice response (IVR) unit does not stop the timing for purposes of the speed of answer interval. For a call to be considered answered, the live ILEC Agent must handle the CLEC request.
- Results may be reported for the CLEC industry in aggregate to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs) then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center providing the specific CLEC's support.
- If the ILEC call management technology cannot measure speed of answer on a call-specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g., queue to IVR + IVR to queue + queue to agent answer) can be utilized by mutual consent of the ILEC and CLECs.

Calculation:
Mean Time to Answer Calls = Σ [(Date and Time of Call Answer) - (Date and Time of Call Receipt)]/(Total Calls Answered by Center)
Report Structure:
• BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Mechanized tracking through LCSC Automatic Call Distributor • Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer	• Mechanized tracking through BST Retail center support systems • Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Report/Measurement:

Mean Held Order Interval & Distribution Intervals

Definition:

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.

Exclusions:

-
- Order Activities of BST associated with internal or administrative use of local services.

Business Rules:

For CLEC Results:

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).

For ILEC Results:

Same computation as for the CLEC with the clarifications provided below.

Other Clarifications and Qualification:

- The "held order" measure established by some state commissions as part of minimum service standards is analogous to this proposed measure but, because it is typically limited to monitoring only those orders held because of facility shortages, needs to be expanded to include all reasons that an order is pending and past due.
- Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date.
- See "Order Status" measurement definitions for discussion of the ILEC analog for a completion notice.
- The held order interval is measured in calendar rather than business days.

Calculation:

Mean Held Order Interval:

Σ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.

Held Order Distribution Interval:

(# of Orders Held for $\geq$ 90 days) / (Total # of Orders Pending But Not Completed) X 100

(# of Orders Held for $\geq$ 15 days) / (Total # of Orders Pending But Not Completed) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON	• Report Month • BST Order Number

• Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count (under development) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope • Average Held Order • Standard Error for Average Held Order Interval • Number of Orders Rejected.
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Report/Measurement:

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice

Definition:

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

Exclusions:

-
- Orders held for CLEC end user reasons
-

Business Rules:

When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.

For CLEC Results:

Jeopardy Interval: Jeopardy Interval is the remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time the ILEC issues a notice to the CLEC indicating an order is in jeopardy of missing the due date. The scheduled order completion time will be assumed to be 5:00 p.m. local time unless other information is communicated in the FOC. The date and time of the jeopardy notice delivered by the ILEC is subtracted from the scheduled completion date to establish the jeopardy interval for any order placed in jeopardy before its scheduled due date. The jeopardy interval is accumulated by standard order activity with the resulting accumulated time then divided by the count of orders placed in jeopardy before the due date for each order activity.

Percent Jeopardies: Percent Jeopardies is the percentage of total orders processed for which the ILEC notifies the CLEC that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count of jeopardy notices the ILEC issues to the CLEC by the count of FOCs returned by the ILEC during the identical period. Both the "Number of Orders Jeopardized in Reporting Period" and "Number of Orders Committed in Reporting Period" are utilized in other status measurement computations and have identical meaning and derivation for this measurement.

For ILEC Results:

Same computation as the CLEC with the clarifications outlined below:

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.

Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to the CLEC.

Calculation:

Average Jeopardy Interval =Σ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period). For all orders jeopardized on or before the scheduled due date.

Percent of Orders Given Jeopardy Notice = Σ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Committed(due) in Reporting Period)

Report Structure:

- CLEC Specific and CLEC Aggregate
- BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Standard Service Groupings
- Number of Orders Reflected in Result
- Interface Type
- Average Status Interval
- Order Submission Date
- Order Submission Time
- Standard Service Order Activity
- Status Type
- Status Notice Date
- Status Notice Time
- Number of Statuses Provided

NOTE: Code in parentheses is the corresponding header found in the raw data file.

DATA RETAINED RELATING TO BST EXPERIENCE

- Report Month
- ILEC Order Number
- Date and Time Jeopardy Notice sent
- Due Date
- Standard Service Groupings
- Number of Orders Reflected in Result
- Interface Type
- Average Status Interval
- Standard Error of Status Interval
- Standard Service Order Activity
- Status Type
- Status Notice Date
- Status Notice Time
- Number Of Statuses Provided

NOTE: Code in parentheses is the corresponding header found in the raw data file.

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement:

Percent Orders Completed On Time

Definition:

The "orders completed on time" measure monitors the reliability of ILEC commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customers. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
-
- ILEC Orders associated with internal or administrative use of local services
- Orders where CLEC has selected a longer due date than requested.

Business Rules:

For CLEC Results:
Percent Orders Completed On Time: The percentage of orders completed on time is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to the CLEC). For each reporting dimension, the resulting count of orders completed no later than the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage.

For ILEC Results:
Same as for CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- The elapsed time for an ILEC order is measured from the point in time when the ILEC customer service agent enters the order into the ILEC order processing system until the date and time that the ILEC personnel log actual completion of all work necessary to permit service initiation, whether or not the ILEC initiates customer billing at that point in time.
- Results for the CLECs are captured and retained at the order level (e.g., unique PON).
- The Completion Date and Time is the date upon which the ILEC issues the Order Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement.
- No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- See "Order Status" measurement detail for a discussion of ILEC analogs, receipt of a syntactically correct order and return of a valid completion notice.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time continues through off-schedule, weekends and holidays.

Calculation:

Percent Orders Completed on Time = (Count of Orders Completed within ILEC Committed Due Date) / (Count of Orders Completed in Reporting Period) x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Order Submission Date • Order Submission Time • Committed Due Date • Completion Date • Order Completion Time • Status Type • Status Notice Date • Standard Order Activity (See Appendix 1) • Geographic Scope • Average Order Completion Interval • Service Type (See Appendix 1) **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity (See Appendix 1) • Geographic Scope • Average Order Completion Interval • Standard Error for the Order Completion Interval • Count of Orders Completed • Count of Orders Completed by the Due Date • Service Type (See Appendix 1) • Volume Category

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement :

Average Completion Interval (OCI) & Order Completion Interval Distribution & Average Offered Interval

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods. The "average offered interval" indicates whether both ILEC and CLEC have the same scheduling opportunities for service delivery.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services
- (Record Orders, Test Orders, etc.)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

For CLEC Results:

- The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS, whether or not the ILEC initiates customer billing at that point in time.. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed

Average Offered Interval: The offered interval is the due date that an ILEC provides the CLEC on a firm order commitment (i.e. the earliest date on which the CLEC's customer can obtain service without paying for an escalation).

For ILEC Results:

Same as for CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- Results for the CLECs are captured and retained at the order level (e.g., unique PON).
- The Completion Date and Time is the date upon which the ILEC issues the Order Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement.
- No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- See "Order Status" measurement detail for a discussion of ILEC analogs, receipt of a syntactically correct order and return of a valid completion notice.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time continues through off-schedule, weekends and holidays.

Calculation :

Average Completion Interval:

Σ [(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting Period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Average Offered Interval:

= [(Date & Time Due Date) – (Date &Time of Receipt of Service Request)]/(Number of Committed Due Dates)

Report Structure:

- CLEC Specific
- CLEC Aggregate

• BST Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Order Number • Submission Date & Time • Completion Date & Time • Service Type • Geographic Scope • Activity Type NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope • Average Order Completion Interval • Standard Error for the Order Completion Interval • Count of Orders Completed • Count of Orders Completed by the Due Date • Average Offered Interval • Activity Type • Volume Category

RETAIL ANALOG/BENCHMARK
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement:
Average Completion Notice Interval
Definition:
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
Exclusions:
• • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services •
Business Rules:
For CLEC Results: Completion Notice Interval is the elapsed time between the ILEC technician's reported completion of physical work and the issuance of a valid completion notice to the CLEC. Where physical work is not required, such as in the case of software-only changes, the elapsed time will be measured beginning at 5:00 p.m. local time of the date for the committed completion and will end when the ILEC returns a valid completion notice to the CLEC. If a valid completion notice is returned before 5:00 p.m. on the committed completion date and no physical work is involved, then the elapsed time will be recorded as 1/10 hour. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of completion notices returned for each service and order type.   **For ILEC Results:** Same computation as the CLEC with the clarifications outlined below: **Other Clarifications and Qualification:** • When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement. • All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth. • Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays. • "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications. • The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order. • The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC. • Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC. • Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information. • Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to the CLEC.
Calculation:
Σ (Date and Time of Notice of Completion Issued to the CLEC) – (Date and Time of Work Completion by ILEC) / (Number of Orders Completed in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)

Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING – (Average Completion Notice Interval- Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Work Completion Date • Work Completion Time • Completion Notice Delivery Date • Completion Notice Delivery Time • Service Type • Activity Type • Geographic Scope • Interface Type • Status Type (Rejection, FOC, Jeopardy Type, Completion Notice) • Standard Order Activity • Order Due Date **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Delivery Date • Completion Notice Delivery Time • Service Type • Standard Order Activity • Geographic Scope • Interface Type • Status Type (Rejection, FOC, Jeopardy Type, Completion Notice) • Average Status interval • Standard error of status interval • Number of Orders Reflected In Result • Number of Statuses Provided **NOTE:** Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Report/Measurement:

Coordinated Customer Conversions

Definition:

This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch termination connector and cross connect it to a CLEC's equipment termination connector. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.

Exclusions:

-
- None

Business Rules:

Average Coordinated Conversion Interval: The elapsed time between the disconnection of an access line (for a retail customer of the ILEC) from the switch port of the ILEC to the time that the ILEC finishes both the physical work necessary to re-terminate the loop (at the point of re-termination specified by the CLEC) and receives CLEC confirmation that electrical continuity exists. The elapsed time is accumulated for the reporting period and divided by the number of loops that were re-terminated on a coordinated basis.

Calculation:

Σ[(Date & Time Re-termination is Completed by ILEC) – Date & Time of Initial Service Interruption (disconnect for Customer Transferring Service)]/(Count of Completed Coordinated Conversions in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
-

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Date & Time • Cutover Completion Date & Time • Portability start and completion times (NP Orders) • Total Items • Order Activity • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• • Report Month • Number of Early Conversions • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement:

% Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.
D & F orders are excluded as there is no subsequent activity following a disconnect.

For CLEC Results:
Percent Troubles Within 30 Days of Installation: The results are computed by accumulating the number of trouble tickets submitted by a CLEC to the ILEC for a service arrangement that had at least one install or service order activity within the 30 calendar days preceding the creation of the current trouble ticket. The count of troubles is divided by the count of service-affecting orders completed by the ILEC for the CLEC during the report period.

Non-parity results for Percent Trouble Rate within 30 Days of Install and Other Order Activity may require further reporting to determine root cause issues. For instance, reports on whether facilities provided on new installations tested to industry standard per interconnection contract, tariff or regulatory requirements may be required if results indicate a poorer performance of facilities and supporting network equipment provided to CLECs. ILECs also may need to cooperate with CLECs on comparative mechanized line testing (through respective ILEC and CLEC switches) of the transmission quality of ILEC loops versus CLEC unbundled loops obtained from the ILEC. Reporting dimensions of copper versus fiber deployment may show that CLEC install troubles result from a disparity in use of underlying transmission media for install of ILEC vs. CLEC facilities. The broadening of the measure to include more than just new installs will detect new service activations (hunt group changes, other feature additions) that cause troubles versus network transmission quality.

For ILEC Results:
Calculations are similar to those for CLECs.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed lines ≤ 30 days following service order(s) completion) / (All Service Orders completed in the report period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Order Submission Date • Order Submission Time	• Report Month • BST Order Number • Order Submission Date • Order Submission Time

• Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • CLEC Ticket Number • Ticket Submission Time • Ticket Submission Date • Trouble Resolution Time • Trouble Resolution Date • Service Type (See Appendix 1) • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Service Type (See Appendix 1) • Trouble Type • Number of Tickets • Number of Service Access Lines
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement :
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
Definition:
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services • (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconneet side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.
Business Rules:
The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Commitment) with Average Order Completion Interval. This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation :
Total Service Order Cycle Time (under development)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:	
Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
• Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.	
Business Rules:	
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.	
Calculation:	
Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:

Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
- Trouble tickets created for tracking and/or monitoring requests for clarifying information (e.g., confirmation of customer ownership from CLEC support centers)
- Tickets used to track referrals of misdirected calls

Business Rules:

For CLEC Results:
The frequency of trouble metric is computed by accumulating, by standard service grouping and disposition and cause, the total number of maintenance tickets logged by a CLEC (with the ILEC) during the reporting period. The resulting number of tickets for each trouble type is accumulated within each standard service grouping, and trouble type is divided by the total number of "service access lines" existing for the CLEC at the end of the report period

For ILEC Results:
Same calculation as for the CLEC with the clarifications provided below.

Other Clarifications and Qualification:

- Unbundled loops or UNE combinations involving unbundled loops would be counted as a "service access line."
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- See the "Time to Restore" measurement for a discussion of the ILEC equivalent of "trouble tickets" and "trouble logging".

Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • CLEC Ticket Number • Ticket Submission Date & Time • Ticket Completion Date • Trouble Resolution Time • Trouble Resolution Date • Service Type • Disposition and	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of

• # Service Access Lines in Service at the end of period • Geographic Scope • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type NOTE: Code in parentheses is the corresponding header found in the raw data file.	period • Geographic Scope • Number of Tickets • Trouble Type • Number of Tickets • Number of Service Access Lines
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:

Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring
- Subsequent Reports (additional reports on an already open ticket)
- Any trouble type tracking that parties agree are technically unfeasible or operationally prohibitive
- A trouble ticket created for tracking and/or monitoring requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers.
- Tickets used to track referrals of misdirected calls

Business Rules:

- For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.

For CLEC Results:

Mean Time To Restore: The restoral interval for resolution of customer requested maintenance and repair is the elapsed time, measured in hours and tenths of hours, measured from the CLEC submission of a customer trouble to the ILEC, regardless of the ultimate resolution of the trouble, to the time the ILEC returns a valid trouble resolution notification to the CLEC. The elapsed time is accumulated by service type and trouble disposition for the reporting period. The accumulated time is divided by the count of maintenance tickets reported as resolved by the ILEC (by service type and trouble type) during the report period.

For ILEC Results:

Same computation as for the CLEC.

Other Clarifications and Qualification:

- Elapsed time is measured on a 24-hour-a-day, seven-days-a-week basis. The time is measured in hours and hundredths of hours rounded to the nearest hundredth hour.
- Multiple reports for the same customer service are treated as the same incident only when a subsequent report is received for a customer service arrangement that already has an open ticket.
- "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- A trouble ticket or trouble report is any record (whether paper or electronic) used by the ILEC for the purpose of monitoring action and disposition of a service repair or maintenance situation.
- ILEC acceptance of a trouble by the call receipt agent is considered equivalent to the CLEC logging or submitting a trouble to the ILEC.
- The ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.

Calculation:

Maintenance Average Duration = Σ(Date and Time ofTrouble Ticket Resolution Returned to CLEC) – (Date and Time Trouble Ticket wasReferred to ILEC) / Σ(Total Closed Trouble Tickets Resolved in the reporting period)

Report Structure:

<table>
<tr><td colspan="2">• CLEC Specific
• BST Aggregate
• CLEC Aggregate</td></tr>
<tr><td colspan="2">Level of Disaggregation:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
<tr><td><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></td><td><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></td></tr>
<tr><td>• Report Month
• CLEC Ticket Number
• Total Tickets
• CLEC Company Name
• Ticket Submission Date & Time
• Ticket Completion Date & Time
• Trouble Resolution Date & Time
• Service Type
Disposition and Cause
• Geographic Scope
• WTN or CKTID (a unique identifier for elements combined in a service configuration)
• Trouble Type (See Appendix 1)

NOTE: Code in parentheses is the corresponding header found in the raw data file.</td><td>• Report Month
• Total Tickets
• BST Company Code
• Ticket Submission Date
• Ticket submission Time
• Ticket completion Date
• Ticket Completion Time
• Total Duration Time
• Service Type
• Disposition and Cause (Non – Design / Non-Special Only)
• Trouble Code (Design and Trunking Services)
• Geographic Scope
• Standard Error for the Average Restoral Interval
• Trouble Type (See Appendix 1)</td></tr>
<tr><td colspan="2">Retail Analog/Benchmark:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
</table>

MAINTENANCE & REPAIR

Report/Measurement:

Percent Repeat Troubles within 30 Days

Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring.
- Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
- Trouble tickets created for tracking and/or monitoring requests for clarifying information (e.g., confirmation of customer ownership from CLEC support centers)
- Tickets used to track referrals of misdirected calls.

Business Rules:

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

For CLEC Results:
The repeat trouble rate measure is computed by accumulating the number of instances where a trouble ticket is submitted by a CLEC to the ILEC for a service arrangement that had at least one prior trouble ticket any time in the 30 calendar days preceding the creation of the current trouble ticket. The number of repeat troubles are accumulated for the reporting period by service type and trouble type. The count of repeat troubles, by service type, is divided by the count of initial trouble reports (by service type) received during the report period.

For ILEC Results:
Same computation as for CLECs.

Other Clarifications and Qualification:

- Unbundled loops or UNE combinations involving and unbundled loops are considered a "service access line".
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the Customer's service is restored to normal operating parameters.
- The "same service arrangement" means a trouble report being reported for the same telephone number or the same circuit identifier.
- The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.

Calculation:

Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time • Ticket Completion Date & Time • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type Disposition and Cause • Geographic Scope • CLEC Ticket Number • Serviee Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type **NOTE:** Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:

Out of Service (OOS) > 24 Hours

Definition:

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.

Calculation:

Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

MAINTENANCE & REPAIR

Report/Measurement:

OSS Interface Availability

Definition:

The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.

Exclusions:

None

Business Rules:

This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.

For CLEC Results:

Percent System Availability: The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24-hour clock) over which the ILEC planned to offer and support CLEC access to ILEC OSS functionality during the reporting period. The ILEC must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period's advance notice, then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day.

"Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the ILEC gateway or interface is capable of accepting CLEC transactions or data files for processing in the gateway / interface and supporting OSS.

The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. The "Percent system availability" measure is required for each unique interface type offered by the ILEC.

For ILEC Results:

Each OSS of the ILEC that is employed in the support of CLEC operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to the CLECs. The "available time" and "scheduled available time" is gathered for each of the identified ILEC OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS.

Other Clarifications and Qualification:

- The ILEC analogs for this performance measure are the internal measures of system downtime (or up time) typically established between the ILEC Systems Management Organization and the client organizations.
- OSS scheduled and available time may be utilized in the computation of more than one functional area.
- Parity exists if the CLEC "Percent system availability" $\geq$ ILEC function availability for the functionality accessed by the CLEC.
- "Capable of accepting" must have a meaning consistent with the ILEC definition down time, whether planned or unplanned, for internal ILEC systems having a comparable potential for customer impact.
- Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.

Calculation:

OSS Interface Availability = (Number of Hours Functionality is Availabile to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Availabile During the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

• BST/CLEC	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time) • Report Month • Interface Type (Identifies each unique interface available to CLECs) • Business Period • Scheduled Hour Available • Actual Hours Available	• Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS • Report Month • Functionality Identification • Business Period • Percent Availability of Functionality
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	